

**Response to Questions  
for  
Draft RFP No. DE-RP07-03ID14516  
Posted on 04/26/2004**

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 17 (Code 219)**

The ability of the ICP contractor to prosecute the project in an efficient and aggressive manner depends on availability of planned funding very near the beginning of the fiscal year. Availability of funding in a timely manner is beyond the control of the contractor and is an event that should be included in Table B.1. We suggest that the following entry be added to Table B.1: "Failure to provide 100% of annual funding on or before January 1 of each fiscal year."

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 2**

**Question No. 18 (Code 220)**

Carrying forward uncosted funds is necessary to optimize the expenditure curve by shifting funds to later years. The contract should be unequivocal on this point. We suggest that in the third sentence in Clause B.2, Contract Funding Profile, "may" be changed to "will."

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 5**

**Question No. 36 (Code 240)**

Section B.5, Items Not Included In Target Cost, item (i), states that shipping costs of foreign research reactor fuel receipts from non-paying countries are not included in the target cost for the ICP contract. Section C.2.7.2, CPP-603 Irradiated Fuel Storage Facility (IFSF), indicates that the ICP contractor is responsible for receipt and safe storage of SNF from domestic and foreign research reactors. Please clarify that any shipping costs for foreign and domestic research reactor spent fuel is not in the ICP scope and should not be included in the target cost.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 4**

**Question No. 63 (Code 269)**

We encourage the SEB to leave the incentive fee structure unchanged. The structure defined in the draft RFP strikes a good balance between risk and reward. The downside risk is balanced by the upside potential. As structured, the schedule variance being measured in dollars is more accurate than the alternative.

**Response:**

Comment Noted.

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**Section B, Attachment or Provision/Clause No. 2**

**Question No. 71 (Code 341)**

Please define "satisfactorily resolved" as delineated in footnotes "\*" and "\*\*".

**Response:**

Comment Noted. "Satisfactorily resolved" means that there are no longer any legal uncertainties as to whether sodium bearing waste is categorized as high level waste or transuranic waste. DOE expects this issue to be resolved and/or clarified prior to issuance of the final RFP.

**Section B, Attachment or Provision/Clause No. 2**

**Question No. 72 (Code 342)**

If legislation or legal finding determines that high level waste left in tanks can not be reclassified as "wastes incidental to reprocessing," will the identified cleanup funds be withheld from the contractor?

**Response:**

Comment noted. Funds for Sodium Bearing Waste treatment are identified in the President's FY05 budget request and the draft RFP target funding profile only as a contingency, pending outcome of Waste Incidental to Reprocessing (WIR) issue. These funds will only be requested from Congress (and made available to the contractor) when the WIR issue is resolved.

**Section B, Attachment or Provision/Clause No. 3**

**Question No. 74 (Code 344)**

How is the \$8 Million figure determined?

**Response:**

Comment Noted.

**Section B, Attachment or Provision/Clause No. 2**

**Question No. 75 (Code 345)**

It would be clearer to display a funding profile that indicates the "base amount" of funding (which doesn't include wastes whose legal classification is uncertain) plus a variable amount that corresponds to either: a) funding assuming that high level waste can't be reclassified; or b) funding assuming that high level waste can be reclassified to wastes incidental to reprocessing. Then the funding profile can be characterized as "base amount" + a; or "base amount" + b.

**Response:**

Comment Noted.

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 76 (Code 346)**

If the contractor proposes an end-state that corresponds to current regulatory guidance, and regulations subsequently change (after implementation based on the initial regulatory guidance has begun), how can this be viewed as an event for which the contractor is accountable?

**Response:**

Comment Noted.

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**Section B, Attachment or Provision/Clause No. 5**

**Question No. 98 (Code 369)**

COMMENT : In Section B.5(a), “waste disposal services” not included in the ICP target cost is not well defined.

RECOMMENDATION: The following description of waste disposal services should be added to Section B.5. “Waste disposal services are activities necessary to achieve final waste disposal. Examples include:

- a) Administrative and technical support
- b) Sampling and characterization
- c) Storage
- d) Packaging and Transportation
- e) Treatment
- f) Disposal”

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 6**

**Question No. 99 (Code 370)**

Section B.6(b) describes provisional fee payment. We suggest that adjustment based on cost or schedule variance should work both ways. If cost or schedule variance is positive, then the provisional fee should be adjusted upward out of the 25% holdback.

**Response:**

Comment Noted.

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 101 (Code 372)**

Table B.1 in section B.10 allows for an equitable adjustment for “significant changes” to the cost of mandatory embedded services. Please clarify the meaning of “significant” in some quantified term, such as, dollar amount, percent of a particular service, or percent of the total. This clarification will enable offerors to understand the magnitude of their risk with this cost element.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

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**Section B, Attachment or Provision/Clause No. 2**

**Question No. 132 (Code 404)**

COMMENT : In Clause B.2, it is unclear whether the Contractor should assume full funding at the beginning of each FY.

RECOMMENDATION: We suggest that DOE language similar to the following that provides for funding authorization for planning purposes.

**Cleanup Project Funding**

The Contractor shall plan to execute this Statement of Work assuming a minimum annual funding as shown below from the EM Cleanup Account, received no later than October 1, of each year, for the term of the contract. The receipt of funding is subject to Congressional and Departmental funding Authorization.

FY2005 - \$292M  
FY2006 - \$463M  
FY2007 - \$410M  
FY2008 - \$316M  
FY2009 - \$305M  
FY2010 - \$281M  
FY2011 - \$282M  
FY2012 - \$281M  
Total ---\$2,630M

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 8**

**Question No. 137 (Code 409)**

COMMENT : In Section B.8, the statement of commitment does not indicate how benefits will accrue to the parties.

RECOMMENDATION: Suggest adding sentence explaining how benefits accrue to parties (70/30) and that actions under this Clause are not subject to the "Changes" clause.

**Response:**

Comment Noted.

**Section B, Attachment or Provision/Clause No. 4**

**Question No. 139 (Code 411)**

Section B.4(d) addresses additional work scope. We suggest that the last sentence of the section be clarified by changing "accelerated cleanup work" to "additional work scope."

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

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**Section B, Attachment or Provision/Clause No. 5**

**Question No. 143 (Code 415)**

COMMENT : In Clause B.5, the listing of items not included in target cost is not complete.

RECOMMENDATION: Suggest adding the following to B.5  
IWO/MPO costs  
Closeout  
Work authorized under C.11  
Post Contract pension and Benefit costs

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 2**

**Question No. 158 (Code 504)**

This comment also applies to section C.1.2 & C.2 (re Reprocessing waste reserve), and Exhibit C.1 (page 3) Congress is responsible for appropriating funding for cleanup activities, and the State expects DOE to request funding adequate to support cleanup activities. There is inadequate definition in some key high-dollar activities (e.g., buried waste remediation and INTEC Tank Farm and calcine waste treatment). It is also unclear how funding for workscope proposed for transfer the Office of Civilian Radioactive Waste will be funded and performed. The States note that under the Rocky Flats cleanup, which DOE has touted, congressional support for increased funding was sought after contractor demonstrated the potential savings from accelerated work.

The State also notes Congress has not endorsed the notion of a reserve account of \$350 million that will be withheld until "legal uncertainty regarding certain reprocessing wastes" is resolved. DOE has legal obligations to the state of Idaho to complete treatment of remaining INTEC tank farm waste by 2012.

**Response:**

Comment Noted. DOE expects these issues to be resolved to the point that sufficient direction can be included in the final RFP to allow proposals to be developed.

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**Section B, Attachment or Provision/Clause No. 5**

**Question No. 159 (Code 505)**

This comment also applies to C.2.7

DOE should reassess its plans to further divide spent fuel management responsibilities. The proposed transfer to the Office of Civilian Radioactive Waste Management of certain facilities and management is troubling given OCRWM's overriding focus on the Yucca Mountain project and accompanying political pressures on both its workscope and budget. Under the current draft, four separate entities could be managing spent nuclear fuel at INTEC alone (operator of the TMI facility, operator for the privatized dry storage project, operator of CPP-666, the operator of the IFSF and CPP-749). This would seem to encourage inefficiencies and unwarranted system duplication. (The Office of Nuclear Energy would be managing spent fuel at Argonne and the Test Reactor Area and the Naval Nuclear Propulsion Program at the Naval Reactors Facility.)

DOE has gained significant prior efficiencies by having the flexibility to move spent fuel handling work between facilities with fluctuations in workload. If DOE proceeds with its proposal to separate spent fuel management functions, it should clarify to what extent the ICP contractor is responsible for transfer of spent fuel between facilities to comply with legal obligations for use of dry storage.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 5**

**Question No. 160 (Code 506)**

This comment also applies to C.11

DOE should clarify the relationship of this workscope to the construction and operation privatized dry fuel storage project, currently undergoing NRC licensing.

**Response:**

Comment Noted. Construction and operation of a privatized dry fuel storage project is not within the scope of this RFP.

**Section B, Attachment or Provision/Clause No. 5a**

**Question No. 161 (Code 507)**

DOE should clarify there is no permitted hazardous or mixed low-level waste disposal at INL.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 5h**

**Question No. 162 (Code 508)**

This comment also applies to c.3.4.1

The Advanced Mixed Waste Treatment contract includes waste in RCRA-compliant storage buildings in addition to the above-ground berm at the Transuranic Storage Retrieval Enclosure.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

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**Section B, Attachment or Provision/Clause No. 2**

**Question No. 163 (Code 509)**

This comment applies to Table B2

DOE has just invested considerable resources in reassessing reasonable end states for INL facilities. The State expects DOE to obtain regulatory approval before allowing its contractor to change end states for “high-risk” facilities.

**Response:**

Comment Noted. As stated in the RFP, changes to previous regulatory agreements are subject to DOE and regulator approval.

**Section B, Attachment or Provision/Clause No. 3**

**Question No. 168 (Code 514)**

Section B.3. Suggest moving level-of-effort activities that are not closure/cleanup-driven activities outside the Target Cost (e.g. C.10, DOE support and C.1.4, Site-wide regulatory coordination).

**Response:**

Comment Noted.

**Section B, Attachment or Provision/Clause No. 3**

**Question No. 169 (Code 515)**

Section B.3(b). The provisional nature of single project incentive (given diverse work scope with significant technical and regulatory risk) significantly erodes attractiveness of contract and may not be in DOE’s best interest. Recommend DOE compartmentalize the fee pool into individual target cost fee curves for 3–4 discrete work scopes (e.g., the Oak Ridge reservation model).

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 4**

**Question No. 170 (Code 516)**

Section B.4(a). Zero minimum incentive fee significantly erodes the attractiveness of the contract and may not be consistent with DOE’s objective of attracting the best companies. We recommend setting the minimum at 2.5% consistent with other DOE closure-type contracts.

**Response:**

Comment Noted.

**Section B, Attachment or Provision/Clause No. 4**

**Question No. 171 (Code 517)**

Section B.4(c). Schedule incentive feature is not equitable and is redundant with the cost incentive by actually increasing downside slope of share-line. We recommend DOE set no total-project schedule incentive or consider replacing with commercial-type completion bonus.

**Response:**

Comment Noted. Sections B.4(d) and C.8 provide a positive schedule incentive that results in fee potential in excess of the maximum fee of 15% if workscope is accelerated.

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**Section B, Attachment or Provision/Clause No. 4**

**Question No. 173 (Code 519)**

Section B.4(c) calls for losing \$5M of earned cost incentive for each 1% of negative schedule variance. If schedule is this critical, there should be a corresponding incentive for improving schedule.

**Response:**

Comment Noted. Sections B.4(d) and C.8 provide a positive schedule incentive that results in fee potential in excess of the maximum fee of 15% if workscope is accelerated.

**Section B, Attachment or Provision/Clause No. 4**

**Question No. 174 (Code 520)**

Section B.4(d). In the event of early completion, recommend RFP clearly state that final fee payment is linked to final fee determination (i.e. fee is payable prior to addition of any new scope per section C.8).

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 6**

**Question No. 175 (Code 521)**

Section B.6(b) . As worded this is very subjective. Request that DOE provide a table based on (SPI+CPI)/2 (similar to the one that DOE provided in the WTP Contract) to identify the provisional fee adjustments.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 178 (Code 524)**

Section B.10. The final item in Table B.2 is not equitable. Such actions or inactions by the regulators should trigger equitable adjustment to Target Cost and Target Fee, otherwise bidders will be driven to make their estimates based upon most conservative assumptions which isn't in the best interest of the Government.

**Response:**

Comment Noted.

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 180 (Code 526)**

Section B.10. This section discusses changes to Target Cost and Fee, however there is no indication of a change in schedule end date. Also, in Subpart (b), Clause B.6 is referenced as the definition for variance to the ICP baseline. Presume the correct reference should be H.1.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.



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**Section B, Attachment or Provision/Clause No. 10**

**Question No. 181 (Code 527)**

Section B.10. Recommend Table B-1 and B-2 be clarified to include a more comprehensive listing of all significant changes that could affect the target cost (e.g. regulatory outcomes that define end states, and affect how end states are achieved). Possibly link Tables B.1 and B.2 to section H-2 to clarify treatment of all major risk areas.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section B, Attachment or Provision/Clause No. 6**

**Question No. 235 (Code 590)**

Would the open-flame “Noxidizer” that has been investigated for NO<sub>x</sub> removal be considered an “incinerator” for licensing purposes? Could the Noxidizer be used for this procurement?

**Response:**

Please refer questions on licensing or permitting to the applicable regulatory agency.

**Section C, Attachment or Provision/Clause No. 0.32.**

**Question No. 2 (Code 13)**

This paragraph states the contractor shall treat and dispose of SBW by September 30, 2012. Yet elsewhere, in C.2.8.2 the contractor will have only completed Title II design of a calcine packaging facility by that date.

This would seem to rule out calcination as a viable alternative for processing SBW. Was this your intent? It would make enormous sense to design a calcine packaging facility to handle both calcine produced from the SBW project as well as the High Level Waste Calcine effort.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

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**Section C, Attachment or Provision/Clause No. 0.32.**

**Question No. 3 (Code 14)**

In order to properly evaluate the viability and cost effectiveness of one treatment technology over another for SBW, it would appear that further definition in this section is needed. Specifically, if new facilities are to be built, the cost for D&D'ing the existing NWCF should be included in the evaluation along with D&D of the new facility to process SBW. In addition, the handling and disposal cost at WIPP per canister should be stated, as one treatment technology could result in far greater disposal costs than another.

**Response:**

Comment Noted. Several questions have been raised regarding disposal costs, disposal rates, and ICP contractor responsibilities for waste destined for disposal at the Waste Isolation Pilot Plant (WIPP). For clarification, WIPP transportation and disposal costs are not borne by the ICP contractor and should not be considered as an element of the proposed target cost. However, DOE will utilize an estimated WIPP unit disposal cost to evaluate waste disposal volumes at WIPP as part of the offerors technical approach which is described in Section L.3(b)(1). DOE will attempt to clarify this in the final RFP. Also as stated in Section 3.4.1, for TRU waste shipments to WIPP, the contractor shall load transport casks provided by WIPP and coordinate any transport inspections required by the State of Idaho. With regard to disposal rates including the number and rate of casks provided, DOE will attempt to clarify this in Section H.4 of the final RFP.

**Section C, Attachment or Provision/Clause No. 0.22.**

**Question No. 4 (Code 15)**

The last sentence of the third paragraph in this section defines an eight year shipping period (2015 - 2022) of HLW calcine to WIPP. To understand if this is feasible the acceptance rate at WIPP for HLW during that period should be defined.

Based upon what is currently known about WIPP's ability to handle and dispose of HLW, plus the canister that is being certified for HLW disposal, an eight year shipping period is unrealistic for 4,440 cubic meters of HLW calcine.

**Response:**

The draft RFP correctly assumes an eight-year shipping period (2015--2022) for currently existing high-level waste (HLW) calcine to be shipped to the high level waste geologic repository (and not to the Waste Isolation Pilot Plant as asserted in the question).

**Section C, Attachment or Provision/Clause No. 0.22.**

**Question No. 5 (Code 16)**

If the contractor will have only completed Title II design of a calcine packaging facility by September 30, 2012, yet per C.2.4.3 the contractor is required to have shipped SBW off-site by then, aren't you in fact eliminating calcination as a viable treatment alternative?

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

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**Section C, Attachment or Provision/Clause No. 21**

**Question No. 6 (Code 17)**

The second bullet states "Treat and dispose off-site all liquid bearing waste". A recently completed feasibility study that is referred to in Exhibit C.6 demonstrates that any of the candidate technologies would have an impossible time meeting the September 30, 2012 deadline for having the SBW off-site, due in large part to a 24 month to 31 month environmental and air permitting effort that would precede any construction effort (estimated from 18 months to 24 months) followed by a 6-12 month startup period, and an operations period of 2 to 4 years. Follow the operations period with WIPP's ability to accept SBW waste and you are well beyond the September 30, 2012 date.

This leaves the Contractor with three alternatives: the first, to submit a proposal that establishes a realistic schedule for having the SBW off-site, at which point the proposal is essentially non-compliant with this Section, or; two, to submit a proposal that arbitrarily meets the September 30, 2012 deadline knowing full well the date can't be met.

The third alternative is for the Contractor to submit a proposal that has a "silver bullet" solution for SBW, but that is based upon unproven, high technical risk solutions that for whatever reason have only now come to the forefront, even after countless studies of treatment technologies that have been conducted and have concluded that cesium ion exchange, grout immobilization, solids filtration, vitrification, steam reforming, calcination and direct evaporation are the only viable technologies.

If this wide open approach to a viable SBW solution is left wide open, DOE should at least identify how the various solutions will be evaluated. Does that evaluation include disposal costs at WIPP? D&D costs for the existing NWCF if calcination is not selected? What are the waste acceptance rates at WIPP?

**Response:**

Comment Noted. Several questions have been raised regarding disposal costs, disposal rates, and ICP contractor responsibilities for waste destined for disposal at the Waste Isolation Pilot Plant (WIPP). For clarification, WIPP transportation and disposal costs are not borne by the ICP contractor and should not be considered as an element of the proposed target cost. However, DOE will utilize an estimated WIPP unit disposal cost to evaluate waste disposal volumes at WIPP as part of the offerors technical approach which is described in Section L.3(b)(1). DOE will attempt to clarify this in the final RFP. Also as stated in Section 3.4.1, for TRU waste shipments to WIPP, the contractor shall load transport casks provided by WIPP and coordinate any transport inspections required by the State of Idaho. With regard to disposal rates including the number and rate of casks provided, DOE will attempt to clarify this in Section H.4 of the final RFP.

**Section C, Attachment or Provision/Clause No. 49**

**Question No. 15 (Code 211)**

The ICP RFP states "the INL Contractor will provide physical security for all site areas" but that requirement is not identified in the INL RFP. We assume this criterion was included in the ICP RFP prior to the decision to award a separate contract for some Safeguards and Security services. Our assumption is that the INL and ICP RFPs will clarify this and other statements pertaining to the safeguards and security requirements and interfaces...as stated in the INL RFP Executive Summary. Is this a correct assumption?

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

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**Section C, Attachment or Provision/Clause No. 7**

**Question No. 19 (Code 221)**

Exhibit C.7 lists spent fuel inventories, but does not provide a physical description. Physical descriptions of the fuel and the existing storage containers are needed to determine the number of “fuel units” (for each fuel type) that can be placed in an on-site transportation cask. The resulting proposal estimates will have a uniform basis and will be more readily comparable.

**Response:**

Comment noted. As allowable, physical descriptions of EM spent fuel inventories will be posted on the shared library.

**Section C, Attachment or Provision/Clause No. 4**

**Question No. 20 (Code 222)**

Exhibit C.4 should clarify that Emergency Management services provided by the INL Contractor include the 24-hour Emergency Response number required by the Department of Transportation for hazardous materials shipments. Clarifying that this 24 hour/day, seven day/week service is provided will reduce estimated ICP costs by avoiding duplicating this service.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 21 (Code 223)**

In Section C.1.2, End-State Vision/Overview, the second bullet under “For Miscellaneous Sites (Section C.7):” states “Initiate remediation of remaining release sites under OU 10-08.” The meaning of “initiate” is unclear. The end state definition should be more specific so DOE can make a more meaningful comparison of offers.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 22 (Code 224)**

Regarding the last bullet in Section C.1.2 End-State Vision/Overview, “Minimize or eliminate the creation of newly generated waste:” is the intention to avoid generation of secondary waste (e.g., avoid decontamination or liquid processes) or to ensure that any secondary waste has a disposition route and a cost benefit or risk reduction can be demonstrated by generation of secondary waste? We suggest that the intent of the section be clarified. We suggest the following alternative language: “Avoid additional expense or creation of ‘orphan’ wastes by the proposed schemes.”

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

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**Section C, Attachment or Provision/Clause No. 1**

**Question No. 23 (Code 225)**

In Section C.1.2, End-State Vision/Overview, the fifth bullet from the end of the section directs the contractor to “Achieve end states that provide the lowest risk and cost and the fewest post closure activities as possible.” Offerors may have alternative approaches to the end states mandated or suggested in the RFP that will be of benefit in terms of cost and risk. The RFP should give guidance as to the importance of innovative approaches and how those approaches will be evaluated (e.g., cost, life cycle cost, or risk reduction). Providing this guidance will help offerors avoid non-compliant approaches and encourage innovation with potential for major cost savings.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 24 (Code 226)**

The third paragraph in Section C.1.4, Agency Agreements and Regulatory Interface, directs the ICP contractor to manage information and documents pertaining to permits held by other contractors. The contractor holding the permits should be responsible for records, permit applications, and modification requests. This is a fundamental aspect of risk/incentive balance. The RFP should clarify that the ICP contractor’s responsibilities for permits should be limited to those needed for the ICP scope.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 25 (Code 227)**

The first paragraph of Section C.1.6.3, Physical Demolition, requiring removal of basements, floor slabs, and footings is too restrictive. We suggest that the section be modified to allow demolition into facility basements if such an approach can be justified under a non time-critical removal action under CERCLA. This allows for innovation in end state and approach, minimizing cost.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 26 (Code 228)**

Section C.1.6.4, High Risk Facility Disposition, authorizes the contractor to continue pending NEPA and CERCLA processes. Published documentation for such activities is known, but documentation currently in the process of creation before the start of the contract may constrain options. In the interest of building on the significant DOE and contractor efforts currently underway, current information on relevant regulatory planning efforts should be provided to offerors.

**Response:**

Comment Noted. To the extent possible, applicable updated documentation will posted on the shared library.

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**Section C, Attachment or Provision/Clause No. 1**

**Question No. 27 (Code 229)**

Section C.1.6.4, High Risk Facility Disposition, authorizes the contractor to continue pending NEPA and CERCLA processes. To encourage offerors to propose approaches that lower cost and provide more effective risk reduction, we suggest that the RFP clarify that proposed approaches may change or deviate from existing NEPA and CERCLA decisions if there is net benefit and reasonable likelihood of regulatory approval.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 28 (Code 230)**

Section C.1.9, Voluntary Consent Order (VCO) Actions, states that there are 58 tank systems. Our review of the reference information identifies only 57 (30 at INTEC, 5 at TAN, and 22 at TRA). We suggest that the RFP reference specific documents identifying 58 tank systems or that Section C.1.9 reference 57 tank systems.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 2**

**Question No. 29 (Code 231)**

Reference Section C.2.7.1, Fuel Transfers from CPP-666. An inventory and description of existing on-site transport casks would allow offerors to prepare estimates that make use of these government-owned assets. Without this information, offerors may be forced to estimate cost for a resource that duplicates an existing asset. Providing this information to all offerors in a timely manner will result in comparable estimates and facilitate evaluation of offers.

**Response:**

Comment noted. Available information will be posted on the shared library.

**Section C, Attachment or Provision/Clause No. 2**

**Question No. 30 (Code 232)**

Facility safety basis documents are neither referenced nor provided for several buildings within the scope of Section C.2.7, Spent Nuclear Fuel (SNF) (i.e., CPP-603, CPP-749, and CPP-2707). These documents contain information that would greatly enhance understanding of the scope of work and enable offerors to provide realistic and reasonable cost estimates.

**Response:**

Comment noted. To the extent possible, available information will be posted on the shared library or be accessible through the technical library.

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**Section C, Attachment or Provision/Clause No. 2**

**Question No. 31 (Code 233)**

Reference Section C.2.7.1, Fuel Transfers from CPP-666. Division of responsibility between the operator of CPP-666 and the ICP contractor significantly affects the cost to execute the scope of Section C.2.7.1. Guidance in the RFP on arrangements to be made with the operator will establish a realistic basis for cost estimating and work planning.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 2**

**Question No. 32 (Code 234)**

Reference Section C.2.7.3, Other SNF Dry Storage Facilities. The following information should be provided to enable offerors to develop realistic and reasonable cost estimates: Safety Analyses and design information for CPP-2707 and CPP-749; descriptions of the transport and storage casks containing West Valley SNF currently located at the INTEC rail siding; a listing, a condition assessment, and design/safety analysis information for any existing on-site transfer equipment to be used to move these fuels to the specified storage locations.

**Response:**

Comment noted. To the extent possible, available information will be posted on the shared library or be accessible through the technical library.

**Section C, Attachment or Provision/Clause No. 3**

**Question No. 33 (Code 235)**

Reference Section C.3.4.2, Nuclear Materials. The RFP should be modified to clarify the classification of U-233 waste at RWMC. Section C.3.4.2 refers to "excess fissile material that consists of approximately 73 m3 of Uranium-233 (U-233) located at RWMC." Table C.5, on the same page, describes this material as "U-233 Fabrication Waste" stored in 250 55-gal drums at WMF-636, with a footnote stating: "This waste is likely to be RH-LLW rather than TRU Waste." Clarification of the proper classification for this material is needed in order to estimate costs for interim storage and safeguards, once the U-233 material has been recovered from WMF-636 and consolidated for shipping off-site. This clarification is also needed to estimate shipping costs.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP. Safeguards on the U-233 material at the RWMC were terminated prior to receipt at RWMC. Therefore, the material is not currently under a nuclear material control and accountability program. As such the materials could be transferred to another waste facility without safeguards involvement, assuming that the acceptance criteria of the receiving facility is met. If the materials were dispositioned to an active non-waste facility, the nuclear material content of the containers would have to be quantitatively measured to put them "on the books" of that facility. Protection levels would be assigned according to DOE safeguards and security directives at that time, in coordination with the receiving facility. While designated as waste, protection requirements are generally left to the Operations Office Manager.

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**Section C, Attachment or Provision/Clause No. 7**

**Question No. 35 (Code 239)**

The last paragraph of Section C.7, Miscellaneous Sites, states that “it is likely that contractor activities will discover pre-existing contamination.” Since this scope cannot be defined so that it may be adequately priced, this scope statement should be part of Section C.8, Additional Workscope. Alternatively, DOE could define a set number of sites with a notional contamination scenario on which to base estimates and target cost. A REA will be applicable to this scope only if reality is outside the notional envelope. This will allow DOE to evaluate estimates for this scope element on a comparable basis.

**Response:**

Comment noted.

**Section C, Attachment or Provision/Clause No. 2**

**Question No. 69 (Code 339)**

COMMENT : In Section C.2.6, page 22 of 41, it would be helpful if the final RFP would indicate which of the SNM categorized in Table C.2 have an existing DOE approved Shipper/Receiver Agreement.

RECOMMENDATION: The RFP should identify which SNM on Table C.2 will have DOE approved Shipper/Receiver Agreements by Jan 30, 2005.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 2**

**Question No. 70 (Code 340)**

COMMENT : In Section C.2.8.1, pp 24/5 of 41, the draft RFP states that the Phase II and Phase III HLW tank closure plans have been submitted to the State of Idaho for review and approval. These documents have not yet been placed on the Shared Documents RFP web site.

RECOMMENDATION: Place the Phase II and Phase II HLW tank closure plans that were submitted to the State on the RFP web site.

**Response:**

Comment noted. Available information will be posted on the shared library or through the INEEL technical library.

**Section C, Attachment or Provision/Clause No. 21**

**Question No. 77 (Code 347)**

Is it important to have an objective independent corroboration of risk reduction and cleanup completion? This should be added to the bullet list with the other contractor guidelines. Besides providing objective corroboration, the contractor should be required to seek agreement with community stakeholders that risk has been reduced and cleanup activities have resulted in an acceptable end-state.

**Response:**

Comment Noted.



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**Section C, Attachment or Provision/Clause No. 41**

**Question No. 78 (Code 348)**

The ICP contractor has responsibility for site-wide coordination of RCRA and CERCLA permits. However, the INL contractor is responsible for resolution of RCRA and CERCLA interface issues and potential disputes. In order for this to be a tenable situation for both contractors, DOE must require that the ICP contractor includes the INL contractor in the decision process for issuance of RCRA and CERCLA permits.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 6.41**

**Question No. 79 (Code 349)**

Who will determine how the “lowest cost end state as possible” will be defined? If the end state results in a cost larger than \$0, then whether or not the lowest cost end-state has been achieved is subject to argument.

**Response:**

Comment Noted.

**Section C, Attachment or Provision/Clause No. 71**

**Question No. 80 (Code 350)**

The ICP contractor “may have responsibility” to address contamination resulting from activities at the INL both on-site and outside the INL boundaries. How will it be determined whether or not the ICP contractor does have the responsibility to address this contamination?

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 101**

**Question No. 81 (Code 351)**

Dividing utility and infrastructure services between INL and ICP contractors at facility boundaries (including weed control, railroads, and road maintenance) will result in duplication of personnel and equipment. It would be much more cost-effective to have one integrated unit (run by the INL) provide these services beyond just the first year of the contract.

**Response:**

Comment Noted.

**Section C, Attachment or Provision/Clause No. 10**

**Question No. 82 (Code 352)**

Will support for these DOE staff continue to be required as facilities are cleaned to an acceptable end-state, or should DOE staff support be ramped down in conjunction with the minimization of these facilities’ footprints?

**Response:**

As EM cleanup work is completed at the respective facilities; the services will no longer be required.

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**Section C, Attachment or Provision/Clause No. 5**

**Question No. 84 (Code 354)**

COMMENT : In Exhibit C.5a, the draft RFP provides a number of old references concerning cleanup/closure of the spent fuel basin (CPP-603, TAN-607, TRA-603, TRA-642, PBF-620) These documents provide misleading guidance as to what DOE now expects for basin cleanup and closure. Newer, updated references, particularly quantification of the sludge constituents should be posted the RFP shared library.

RECOMMENDATION: Place the latest, most relevant spent fuel basin cleanup/closure documents on the shared library, particularly the latest sludge analyses, and update the references provided in Exhibit C.5.a, page 1.

**Response:**

Comment noted. Available information will be posted on the shared library or be made available through the technical library.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 85 (Code 355)**

Section C.1.9, Voluntary Consent Order (VCO) Actions, references 58 tank systems identified in the VCO and specified in Exhibit C.2. However, this exhibit and associated Tank Inventory (available on the Idaho Procurements Shared Library), do not identify/include complete tank systems, including ancillary piping and equipment, required for complete RCRA HWD and/or potential RCRA Closure actions.

A comprehensive listing for each of the 58 tank systems identified in Section C.1.9, Exhibit C.2, and associated tank inventory, which details tank and ancillary equipment for HWD and RCRA Closure, is needed to enable offerors to develop realistic and complete estimates.

A comprehensive example tank system inventory is found in the VCO, Appendix E, INTEC-049- pgs. 2 and 3 of 7. We suggest that DOE make available comparable information for each of the tank systems.

**Response:**

Comment noted. Available information will be posted on the shared library or be made available through the INEEL technical library.

**Section C, Attachment or Provision/Clause No. 11**

**Question No. 86 (Code 356)**

How will the long term protection of the Snake River Plain Aquifer be addressed? Will the INL define its final clean up objectives in a collaborative fashion with both the State of Idaho and its citizen stakeholders, and that it complete the clean up in a timely, safe and cost-effective manner?

**Response:**

Comment Noted.

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**Section C, Attachment or Provision/Clause No. 1**

**Question No. 87 (Code 357)**

In Section C.1.7, Operable Units, the second paragraph requires that a scope of work be submitted to DOE in time to meet a FFA/CO required submittal date. Please clarify whether the SOW must be approved by DOE or be submitted for comment only. Identifying a DOE review period will allow offerors to schedule the activity.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 6.41**

**Question No. 88 (Code 358)**

When will the end-states be defined, and how?

**Response:**

Comment Noted.

**Section C, Attachment or Provision/Clause No. 3.12**

**Question No. 90 (Code 360)**

A more scientific criterion other than "Limit migration" must be defined.

**Response:**

Comment Noted.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 91 (Code 361)**

Section C.1.10, Utility/Infrastructure Services, Paragraph 2 states that the "contractor shall provide the Contracting Officer six months notice in writing before terminating any utility service to an occupied facility." For a facility with low and/or flexible occupancy, this is a long time. We would suggest a graded approach whereby the lead time is based on criteria such as level of occupancy, criticality of personnel, ability of personnel to relocate, etc. Also, the RFP should clarify whether this is merely a notice or the action must be approved before implementation.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 7.22**

**Question No. 92 (Code 362)**

People will be laid-off by 2009, five years from now. Bidders should be encouraged to acknowledge this challenge and propose creative solutions, such as appropriate job retraining opportunities. The Cold War contributions of the established workforce should be recognized by providing the ability to move between contracts with maximum flexibility and with portable seniority and benefits. Furthermore, the clean up contractor should be encouraged to propose for itself, performance goals related to workforce mobility, worker retraining, local job creation and regional economic development.

**Response:**

Comment Noted.

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**Section C, Attachment or Provision/Clause No. 1**

**Question No. 93 (Code 363)**

COMMENT : In Section C.1.2, the RFP states that the planning and the design for calcine retrieval, packaging, and transport is part of the technical work scope. However, in the deliverables section (Section J, Attachment C) #15 it states that “ the contractor shall submit a RCRA Part B application for treatment, retrieval, and packaging process.” Item #16 of the deliverables table has similar language relating to treatment.

RECOMMENDATION: The RFP should clarify this apparent conflict.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 3**

**Question No. 94 (Code 364)**

Section C.3.1.1, Facility Demolition or Deactivation, requires that the contractor provide the CO 6 months notice before commencing demolition of any facilities at RWMC. Please clarify whether this is merely a notice or formal approval is required. We suggest that this requirement is too restrictive and unnecessary for all facilities at RWMC. A much shorter notice period would be appropriate for low risk facilities and would give the contractor flexibility to operate efficiently.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 10**

**Question No. 95 (Code 365)**

Section C.10, DOE Support, directs the contractor to provide on-site office space for approximately 25 DOE personnel. Please clarify whether this space is for DOE oversight personnel referenced in section H.3 or other personnel.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. C.**

**Question No. 100 (Code 371)**

Depending on which contract they end up in, a requirement to manage the NRC Licensed ISFSIs (TMI & FSV) in accordance with their Licenses SNM-2504 and SNM-2508 needs to be added. NE-ID is the license holder for the ISFSIs

**Response:**

Comment Noted.

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**Section C, Attachment or Provision/Clause No. 1**

**Question No. 104 (Code 375)**

Section C.1.4, Agency Agreements and Regulatory Interface, fourth paragraph, indicates that the “contractor shall facilitate resolution of RCRA/CERCLA interface issues.” We recommend that the RFP clarify roles and responsibilities of the contractor in this case, and with regulatory interfaces in general.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 106 (Code 377)**

Section C.1.4, Agency Agreements and Regulatory Interface, sixth paragraph, requires that the ICP contractor “provide to the INL contractor ...resources as required...” Please clarify how the extent of resource requirements will be determined, and by which party (i.e., DOE, the INL contractor, or the ICP contractor). Please provide a list of annual reports, permit, and reporting requirements currently required to narrow the scope. This scope element should be quantified so that offerors can prepare a reasonable estimate of cost and understand their risk with this scope element.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 107 (Code 378)**

Section C.1.6.5, Demolition End-State, refers to “acceptable materials..., subject to Contracting Officer authorization for managing undisturbed areas of the site.” This requirement is vague. This section should be clarified so that offerors can plan and estimate an approach.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 108 (Code 379)**

Section C.1.7, Operable Units, sixth paragraph, indicates that the contractor may have responsibility to address contamination outside the boundaries of INL. This should be specifically identified as an area for a potential REA.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 109 (Code 380)**

Section C.1.8.1, Industrial Waste, indicates that the contractor shall either negotiate a transfer to the INL contractor or close the landfill. Are these the only two acceptable options? We suggest that this section be modified to allow and encourage innovation.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

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**Section C, Attachment or Provision/Clause No. 1**

**Question No. 111 (Code 382)**

In Section C.1.8.3, Low-level Waste (LLW) and Mixed Low-level Waste (MLLW), the second and third paragraphs should make clear that transportation costs are borne by the generating contractor as stated in the first paragraph.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 4**

**Question No. 112 (Code 383)**

Section C.4.4, Waste Management, indicates that the contractor shall either negotiate a transfer to the INL contractor or close the landfill. Are these the only two acceptable options? We suggest that this section be modified to allow and encourage innovation.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 118 (Code 390)**

Exhibit C.1 indicates that the deadline for the OU 3-14 draft RI/BRA report is 10/25/07. Current correspondence (DOE to EPA, IDEQ) suggests that the deadline is November 2005. If the earlier deadline is correct, please update the RFP accordingly.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 119 (Code 391)**

Exhibit C.1 indicates that "additional regularly scheduled monitoring reports are required" under remaining Enforceable Milestones for WAG 3, WAG 7, WAG1, WAG 4, and WAG 5. If these reports are enforceable milestones, then their scope should be better defined. We suggest that the RFP identify the report types and enforcement dates in the column for enforceable milestones or move the statement "additional regularly scheduled monitoring reports are required" into the C.1.2 or C 1.7 sections if the reports are not enforceable milestones.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 2**

**Question No. 121 (Code 393)**

Section C.2.3.1, Group 6 indicates that the Buried Gas Cylinders scope will complete by December 2004 while the RD/RAWP Workplan for Group 6 (AR DOE/ID-10838) identifies deliverables (remedial action plan) in the schedule for June 23, 2005. If the latter document is correct, we suggest the remedial action plan be added to Section C.2.3.1 for Group 6.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

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**Section C, Attachment or Provision/Clause No. 2**

**Question No. 122 (Code 394)**

Sections C.2.6, C.3.4.2, and C.5.4 list the EM-owned excess Nuclear Materials to be shipped offsite. Only minimal information is provided regarding current DOE disposition plans for this material. We suggest that DOE provide the July 2003 Disposition Plan for Special Nuclear Material as referenced under Strategic Initiative 7 in the November 2003 ICP Fact Sheet entitled "Progress to Cleanup". This information will provide offerors with a consistent basis for offerors to estimate effort to disposition excess nuclear materials.

**Response:**

Comment noted. PLN-1249 "Disposition Strategies for EM-Owned Unirradiated Special Nuclear Material at the Idaho National Engineering and Environmental Laboratory", dated 7/29/03 will be available to offerors at the INEEL Technical Library. Offerors must recognize that PLN-1249 is a baseline plan that has elements, assumptions and quantities that may not be current or consistent with the RFP and offerors are not limited to PLN-1249.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 126 (Code 398)**

Section C.1.4, Paragraph 4 states that "...resolution of individual actions or issues, related to current or ongoing facility-specific permit applications, releases to the environment, or compliance issues, is the responsibility of the contractor who is managing the facility where the issue arose or incident or release occurred." Is it DOE's intent to have the incoming ICP contractor provide assistance for resolving such issues that originated with the incumbent, but NOT the liability associated with them? If so, please clarify this. It would be in DOE's best interest not to have the successful offeror (if different than the incumbent) assume the liabilities of prior events from both an equity standpoint as well as from a consistency in proposal evaluation standpoint.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

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**Section C, Attachment or Provision/Clause No. 1**

**Question No. 129 (Code 401)**

Reference Section C.1.10, Utility/Infrastructure Services. Offerors will be obligated to purchase various infrastructure services from INL throughout FY05 at a minimum. The RFP provides for FY05 Power Management costs of \$2,225,000. Section C.1.10 also states that the Contractor shall purchase power from the INL Contractor. We would like clarification as to whether or not power consumption is included in the \$2,225,000 Power Management cost for FY05. If not, what should we allow for power consumption costs and what have the overall utility costs historically been over the past few years?

**Response:**

Power consumption is NOT included in the \$2,225,000 Power Management funding shown in Exhibit C.4. This funding only covers Power Management maintenance and administrative costs for the eight-month period from February 1 through September 30, 2005.

It is the responsibility of the Offerors to estimate an allowance for power consumption costs. To aid in this regard, the electric utility costs, for the areas listed below, are based on actual power bills and reflect power consumption charges, on an annual basis over the past two years. The costs shown below, which do not include maintenance and administrative costs, would be above and beyond the Power Management costs listed under C.1.10 Utility/Infrastructure Services.

INTEC	\$1,827K
TRA	\$1,286K (includes ETR and MTR; excludes ATR)
TAN	\$244K (excludes SMC)
PBF	\$72K
RWMC	\$227K
AMWTP	\$189K



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**Section C, Attachment or Provision/Clause No. 1**

**Question No. 133 (Code 405)**

Reference Section C.1.6.1, Property Disposition. What is the estimated amount of property in buildings designated for D&D that must be disposed of through the Federal excess property system? What is the estimated percentage of that property that may be contaminated? Making this information available to offerors will improve consistency in bidder submittals.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

For items that are likely to require disposal through the excess property system, please refer to the listings of Idaho Cleanup Project Managed Property shown on the Shared Library at the following web addresses:

[http://www.id.doe.gov/doiid/RFPSharedLibrary/PDF/EM/EM\\_BBWI\\_by\\_Asset\\_12\\_15\\_03.pdf](http://www.id.doe.gov/doiid/RFPSharedLibrary/PDF/EM/EM_BBWI_by_Asset_12_15_03.pdf)

[http://www.id.doe.gov/doiid/RFPSharedLibrary/PDF/EM/EM\\_BBWI\\_by\\_Area\\_12\\_15\\_03.pdf](http://www.id.doe.gov/doiid/RFPSharedLibrary/PDF/EM/EM_BBWI_by_Area_12_15_03.pdf)

[http://www.id.doe.gov/doiid/RFPSharedLibrary/PDF/EM/EM\\_Motor\\_Pool\\_Vehicles.pdf](http://www.id.doe.gov/doiid/RFPSharedLibrary/PDF/EM/EM_Motor_Pool_Vehicles.pdf)

Please be aware that these property lists do not include records for approximately 90,000 administratively controlled items that have a cost of less than \$5,000 per item. The ICP Contractor is expected to manage and, ultimately, disposition these items in accordance with 48 CFR 45, Government Property, even though "individual item records" currently do not exist.

At this time, it is estimated that less than 10% of all personal property is contaminated. However, contaminated personal property is considered waste and, as such, does not need to be disposed of via the excess property system.

Using Exhibits from Section C of the RFP, if a real property asset is listed as contaminated, then for planning purposes, it should be assumed that some of the related personal property (systems within the building) is contaminated.

**Section C, Attachment or Provision/Clause No.**

**Question No. 134 (Code 406)**

Section C exhibits list several "Related Documents" which are believed to be the source materials for the information provided in the Section C exhibits. The vast majority of the Draft RFP referenced documents are currently not available for the offerors use to prepare a proposal. These source materials need to be made available to the offerors.

**Response:**

Comment Noted. Available information will be posted on the shared library or made available through the INEEL technical library.

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**Section C, Attachment or Provision/Clause No. 3**

**Question No. 135 (Code 407)**

The end state decision for the buried waste at RWMC is at an impasse as a result of the “all is all” Federal Court ruling. Contractors now preparing target costs and schedules are in extreme need of an end-state definition or a scope of work statement. We suggest that DOE immediately develop a “fictitious, notional end state (or scope of work)” so that the contractors may prepare a quality technical approach and scope of work. This will allow the proposal preparation process to proceed on schedule with guidance that all the contractors can respond to in uniform fashion. Once the “all is all” issue is resolved, the scope of work and costs can be equably adjusted with the winning contractor.

**Response:**

Comment Noted. As stated in the draft RFP Executive Summary letter, the final RFP will contain sufficient detail to allow Offerors to propose detailed cost estimates to complete remediation of WAG 7 during the contract terms.

**Section C, Attachment or Provision/Clause No. 2**

**Question No. 138 (Code 410)**

Section C.2.3.1 involves waste disposal in the ICDF. Please provide waste disposal data to determine the mass of each contaminant already disposed in the ICDF. This information is needed for accurate cost estimating and evaluation of alternative waste disposal pathways.

**Response:**

Comment Noted. Available information will be posted on the shared library or made available through the INEEL technical library.

**Section C, Attachment or Provision/Clause No. 3**

**Question No. 140 (Code 412)**

COMMENT : In Section C.3.4.2, the draft RFP states that the excess fissile material is approximately 73 cubic meters (this is approximately 348 drum equivalents) of Uranium-233 and Table C.5 indicates there are 250 55-gal drums of Uranium-233. It appears that approximately 98 drum equivalents are unaccounted for in Table C.5 if there is 73 meters of Uranium-233 waste.

RECOMMENDATION: Identify the quantity and location of all Uranium-233 waste in Table C.5 that is discussed in section C.3.4.2.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 4**

**Question No. 141 (Code 413)**

COMMENT : In Exhibit C.4, Essential Services, there are several other general services presently provided by the existing contractor which are not listed in Table 1. These services include government automobile/truck service, large heavy equipment, dosimetry, bioassay, whole body counting, dosimetry records, and printing. Will these services be available for a fee or required for the ICP contractor?

RECOMMENDATION: Clarify the required or voluntary use of the aforementioned services.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

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**Section C, Attachment or Provision/Clause No. 4**

**Question No. 142 (Code 414)**

COMMENT : In Exhibit C.4, for a bidder to properly evaluate the use of the identified essential services it would be helpful if the RFP provided the current allocation formula for these essential services.

RECOMMENDATION: In this section of the RFP provide a description of the current allocation formula for these essential services and the allocation formula.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 61**

**Question No. 152 (Code 460)**

4 - High Risk Facility Disposition. Consideration should be given to conducting these activities as non-time critical CERCLA removal actions, which may allow debris to be disposed of in the on-site INEEL CERCLA Disposal Facility (ICDF)."

DEQ in the past was opposed to using this vehicle under CERCLA for waste disposal into ICDF. Can it be assumed that this opposition will be softened prior to award of this RFP?

**Response:**

Comment Noted.

**Section C, Attachment or Provision/Clause No. 81**

**Question No. 153 (Code 463)**

3. Low-level Waste and Mixed Low-level Waste. "In the event the SDA capacity is reached (an estimated 44, 000m3 disposal volume remains) or the SDA must be closed, the contractor shall dispose of all EM-generated waste at an approved off-site facility...."

If the SDA capacity is reached or the SDA is closed, will DOE be amenable to consideration of on-site disposal options for disposal versus off-site?

**Response:**

Comment Noted. The Office of Environmental Management is not amenable to opening a new low level waste disposal facility at the INL.

**Section C, Attachment or Provision/Clause No. 32**

**Question No. 154 (Code 466)**

1. OU 3-13 Group 3, Other surface Soils.

Can it be assumed that the OU 3-13 ROD will have been renegotiated with EPA and DEQ to reduce cleanup levels to industrial use rather than residential use, thereby reducing the volume of soil contamination that will be removed for disposal at ICDF?

**Response:**

Comment noted. No, as stated in C.1.7, although changes to previous agreements are subject to regulatory approval, the contractor is encouraged to pursue alternative approaches that achieve more efficient and effective risk reduction end-states.

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**Section C, Attachment or Provision/Clause No. 34**

**Question No. 155 (Code 496)**

1. OU 1-07B. ...ground water pump and treat remediation including operating the bioremediation system (currently subcontracted to Northwind Environmental Services)[sic](North Wind, Inc).” Will North Wind, Inc. continue to operate the bioremediation system under the new contract?

**Response:**

Clause H.11 provides that subcontracts related to ICP work that are in effect on the date of contract takeover will be assigned to the new contractor.

**Section C, Attachment or Provision/Clause No. 7**

**Question No. 156 (Code 498)**

Miscellaneous Sites. “The contractor shall complete all required actions under WAG 10, OU 10-04 Comprehensive RI/FS ROD.....and collect the required information, to complete the OU 10-08 ROD.” The 2012 Plan calls for deferral of all WAG 10 scope past scheduled milestone dates and completion of WAG 10 post 2012. Can we assume the changes to the milestones to accommodate this plan will have been negotiated with EPA and DEQ?

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1.**

**Question No. 164 (Code 510)**

Environmental management workscope (e.g., decommissioning of the EBR-II reactor, shipment of remote-handled transuranic waste) for Argonne legacy activities should be included in the Idaho Cleanup Project contract to achieve efficiencies in performing similar work across the site.

Auxiliary Reactor Area work should be referenced in this section.

The third bullet on page 3-41 should reference RCRA/HWMA closure.

The seventh bullet on page 3-41 states the contractor must minimize the construction of new facilities. DOE should give the contractor flexibility in determining whether new facilities will be more efficient and cost effective than upgrading existing facilities.

**Response:**

Argonne West activities are excluded from this work scope. As this a performance based contract, DOE is only specifying what is to be accomplished with the funding provided for this contract period, and not how to accomplish the work scope.

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**Section C, Attachment or Provision/Clause No. 1.**

**Question No. 166 (Code 512)**

Third paragraph on page 4-41: DOE should clarify the term “INL contractors,” which may be confusing. (E.g., coordination involves the Naval Nuclear Propulsion Program, and BNFL.)

Fifth paragraph, should read DOE AND the regulator, not OR the regulator. 40 CFR 270.14 requires that Idaho DEQ must be notified at least 90 days before any transfer in ownership.

DOE should clarify what responsibilities the ICP contractor has in fulfilling DOE obligations under the Environmental Oversight and Monitoring Agreement (2000) with the State with the State of Idaho (e.g., coordination of environmental surveillance efforts). The document should reference that the state has both regulatory and nonregulatory oversight INL cleanup and waste management activities.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1.6**

**Question No. 172 (Code 518)**

C.1.6.4

DOE should clarify that it expects regulator concurrence on facility end states. It seems inconsistent with DOE’s recent policy on “risk-based end states” and its significant resource investment in implementing that policy to have its contractor develop end states. It is unclear what DOE means by “lowest cost” end state, and depending on the interpretation, may not produce an acceptable end state. This directive may also be at odds with other directives to reduce the footprint of sites requiring long-term management.

DOE should note the regulators’ expectation of concurrence in activities resulting in the disposal of material at the ICDF.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1.8**

**Question No. 176 (Code 522)**

C.1.8.3 Various DOE reference documents provide different dates for cessation of low-level waste disposal at the SDA (e.g., the performance management indicates cessation by 2009). Because of variations in cost basis for on and off-site disposal, DOE should clarify its expectations regarding the timeframe of ICP contractor disposal operations or indicate this is an open question subject to further evaluation and negotiation.

**Response:**

Comment Noted. Historical and projected low-level waste generation rates at the INEEL, based on assessments performed in August 2003, are shown in Engineering Design File 1591, Rev.3, available on the shared library. Although the EM Performance Management Plan for Accelerating Cleanup of the Idaho National Engineering and Environmental Laboratory indicates that the SDA will remain open only until 2009, the ICP contractor will be authorized to keep the SDA open through the contract term or until the active disposal pit reaches full capacity or until the pit must be closed for other reasons, such as WAG-7 ROD implementation. An estimated 44,000 m<sup>3</sup> of disposal volume is projected to be available in the active disposal pit at contract takeover.

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**Section C, Attachment or Provision/Clause No. 1.8**

**Question No. 177 (Code 523)**

C.1.8.3 Various DOE reference documents provide different dates for cessation of low-level waste disposal at the SDA (e.g., the performance management indicates cessation by 2009). Because of variations in cost basis for on and off-site disposal, DOE should clarify its expectations regarding the timeframe of ICP contractor disposal operations or indicate this is an open question subject to further evaluation and negotiation.

**Response:**

Comment Noted. Historical and projected low-level waste generation rates at the INEEL, based on assessments performed in August 2003, are shown in Engineering Design File 1591, Rev.3, available on the shared library. Although the EM Performance Management Plan for Accelerating Cleanup of the Idaho National Engineering and Environmental Laboratory indicates that the SDA will remain open only until 2009, the ICP contractor will be authorized to keep the SDA open through the contract term or until the active disposal pit reaches full capacity or until the pit must be closed for other reasons, such as WAG-7 ROD implementation. An estimated 44,000 m<sup>3</sup> of disposal volume is projected to be available in the active disposal pit at contract takeover.

**Section C, Attachment or Provision/Clause No. 1.9**

**Question No. 179 (Code 525)**

C.1.9 There appears to be a numeric discrepancy of one tank system (58 versus 57) with later. Page 21 of 41 mentions 30 tanks, page 33 of 41 mentions 5 tanks, and page 35 of 41 lists 22 tanks. 30+5+22=57.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No.**

**Question No. 182 (Code 528)**

Section C., General Comment. In several cases, the Draft RFP SOW does not provide enough specificity to allow offerors to cost their proposals. The final RFP should provide guidance to bidders on what assumptions should be made in these cases (i.e., the WIR issue on sodium-bearing wastes if not yet resolved, WIPP acceptance criteria for remote-handled TRU, and orphan waste with no identified path for disposal).

**Response:**

Comment Noted.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 183 (Code 529)**

Section C.1.7, Page 9, 4th paragraph. DOE should clarify that if the contractor is given responsibility to address INL contamination, including ANL-W, this would be considered a change per Table B.1.

**Response:**

Comment Noted.

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**Section C, Attachment or Provision/Clause No. 1**

**Question No. 184 (Code 530)**

Sections C.1.8.2 and C.1.8.3 state that the “generating contractor” or the “contractor” (see, e.g., 1.8.3, last sentence of first paragraph) will bear the disposal costs. It is certainly possible that the contractor will generate waste in performing the work scope. Taken literally, this could be construed as making unallowable certain disposal costs incurred by the contractor. Please clarify this language to remedy this possibility.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 185 (Code 531)**

Section C.1.8.3, The first sentence of this section states that “The contractor shall dispose ... waste received from all on-site generators.” Does this include NRF? For the purpose of establishing a target cost, DOE should provide annual estimates of waste generation from other generators, by waste type.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 101**

**Question No. 186 (Code 532)**

C.1.10 Recent notable examples of DOE’s lack of understanding regarding the relationship of infrastructure (e.g., safeguards and securities functions) to ongoing laboratory function and ability to attract outside investment cause the State concern. As a result, the State expects DOE to reassess this and related sections to ensure DOE achieves its laboratory goals.

**Response:**

Comment Noted.

**Section C, Attachment or Provision/Clause No. 22.**

**Question No. 189 (Code 535)**

C.2.1.2, page 15. The phrase " to facilitate ease of reconnection..." regarding the calciner wrongly implies use of calcining equipment is as simple as an on/off switch. The State recommends deletion of this sentence. We expect the ICP contractor to have responsibility for compliance with RCRA/HWMA closure of the New Waste Calcining Facility. Should the ICP contractor wish to pursue use of NWCF calcining equipment to support a new permit application for a hazardous waste treatment unit, significant upgrades and substantial process modifications would be necessary.

DOE should also clarify its expectations regarding the ICP contractor’s role in continued use and operation of INTEC facilities for management of special nuclear materials. These may be key assets for ongoing INL activities.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

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**Section C, Attachment or Provision/Clause No. 42**

**Question No. 192 (Code 538)**

C.2.4.1 DOE should remove the asterisk reference, since it must safely manage newly generated liquid waste regardless of its perceived legal uncertainties regarding reprocessing wastes.

C.2.4.2 DOE should clarify these totals. Based on current information for the Site Treatment Plan, there is 61.4cm<sup>3</sup> of HEPA filter leach, 149.3 cm<sup>3</sup> of Debris treatment, and about 1,215 cm<sup>3</sup> of "other" in the STP. DOE should clarify to what extent the current contract may address these wastes.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 82**

**Question No. 195 (Code 541)**

C.2.8

As high-level waste management is a major element of the ICP, the State expects DOE to provide its contractors with more specifics of expectations for this element in the final RFP.

C.2.8.1 The final RFP should identify recently approved closure plans.

C.2.8.2 Since this section references RCRA permitting activities for a calcine retrieval, treatment, packaging and system, it should also clarify the RCRA permit requirements for the bin sets themselves.

**Response:**

Comment Noted. Available information will be posted on the shared library or made available through the INEEL technical library.

**Section C, Attachment or Provision/Clause No. 1.4**

**Question No. 214 (Code 569)**

The RFP only addresses the transfer of RCRA permits to the contractor, which does not account for all the permits that are necessary to perform the work described in the RFP. Modify section C.1.4 to require the contractor to submit modification requests for all applicable permits to the work described in the RFP including, but not limited to, RCRA permits, air permits, and Waste Water Land Application Permits (WLAPS). Submission of transfer notifications shall be in accordance with regulatory requirements.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.



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**Section C, Attachment or Provision/Clause No. 1.6**

**Question No. 215 (Code 570)**

Section C.1.6.5

Changes are needed to this section to clarify requirements and to ensure areas within facility fences are not left in a state that encourages invasive species growth. Suggested changes are provided as follows.

Please change the second paragraph of C.1.6.5 to the following; "All demolition sites located outside facility fences shall be re-vegetated with native species to a minimum coverage of 70%. Areas within facility fences shall be re-vegetated with native species or stabilized as appropriate after demolition is complete and formal operations are discontinued."

Please move the following from C.1.6.5 to H.32(a), " DOE/ID-12114, 'Guidelines for Revegetation of Disturbed Sites at the Idaho National Engineering Laboratory,' dated June 1989, offers additional guidance on planning, acceptable plant materials, and revegetation techniques."

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 0.41.**

**Question No. 220 (Code 575)**

Sections C.1.6.4 High Risk Facility Disposition & C.5.1 TRA Facilities

There is inconsistency regarding NEPA and other requirements. C.1.6.4 allows that the disposition outcome may be dependent upon completion of regulatory and NEPA reviews. C.5.1 directs demolition of the ETR and MTR Complexes.

**Response:**

Comment Noted.

**Section C, Attachment or Provision/Clause No. 1.6**

**Question No. 221 (Code 576)**

Section C.1.6. Facility Demolition Preparation and Planning

Suggest adding a reference to compliance with the existing Memoranda of Agreement and Programmatic Agreement (PA) established for DD&D with the State Historic Preservation Office and the Advisory Council on Historic Preservation, and the INL processes required by the PA and documented in the INL Cultural Resource Management Plan.

**Response:**

Comment Noted.

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**Section C, Attachment or Provision/Clause No. 11**

**Question No. 222 (Code 577)**

Paragraph C.11 describes potential work that may be directed by the Contracting Officer and states that this work is not included in the Section B funding profile. While separate funding would be made available, this section is silent with respect to the method described in B.6 of potential fee reduction based upon variance from schedule.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 6**

**Question No. 223 (Code 578)**

The various alternatives for processing the sodium-bearing waste would each produce different quantities and descriptions of waste for disposal at WIPP. How will the total DOE life-cycle costs associated with transport and disposal of the waste be addressed in DOE's cost evaluation of a bidder's proposed disposition method? Will DOE use published cost values for characterization, transportation, and disposal?

**Response:**

Comment Noted. Several questions have been raised regarding disposal costs, disposal rates, and ICP contractor responsibilities for waste destined for disposal at the Waste Isolation Pilot Plant (WIPP). For clarification, WIPP transportation and disposal costs are not borne by the ICP contractor and should not be considered as an element of the proposed target cost. However, DOE will utilize an estimated WIPP unit disposal cost to evaluate waste disposal volumes at WIPP as part of the offerors technical approach which is described in Section L.3(b)(1). DOE will attempt to clarify this in the final RFP. Also as stated in Section 3.4.1, for TRU waste shipments to WIPP, the contractor shall load transport casks provided by WIPP and coordinate any transport inspections required by the State of Idaho. With regard to disposal rates including the number and rate of casks provided, DOE will attempt to clarify this in Section H.4 of the final RFP.

**Section C, Attachment or Provision/Clause No. 6**

**Question No. 224 (Code 579)**

To what level of detail must a bidder identify its estimated costs for processing the sodium-bearing waste? Will a rough-order-of-magnitude (ROM) estimate suffice or would a higher level of estimate, such as that associated with a conceptual design report, be required to establish and validate the baseline cost for this portion of the total project cost?

**Response:**

The estimated cost for processing SBW must be bound by the contractor's proposed target cost following the same level of detail as required in L.5. Any changes to cost for processing SBW constitute changes for which the contractor is accountable and the government will not negotiate changes and the contractor agrees shall not constitute a request for equitable adjustment to the target cost.

**Section C, Attachment or Provision/Clause No. 2**

**Question No. 225 (Code 580)**

The indicated end state for the sodium-bearing waste is "treat and dispose off-site all liquid sodium-bearing waste". Section C.2.4.3 states that "the contractor shall remove, treat, and dispose of the liquid sodium-bearing waste (SBW) and residual solids". Must the undissolved solids be removed from the site? Should the solids be considered TRU?

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

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**Section C, Attachment or Provision/Clause No. 6**

**Question No. 226 (Code 581)**

Although the RFP repeatedly states that sodium-bearing waste is to be considered TRU waste, various reference documents admit that some “high activity portion” of the waste may have to go to the Monitored Geologic Repository. As a “worst-case” scenario, the ultimate WIR resolution may be that all of the treated sodium-bearing waste must go to this repository. How will DOE evaluate the total life-cycle costs of a bidder’s proposed sodium-bearing waste disposition method if certain fractions of the final waste form clearly do not qualify as TRU for disposal at WIPP and would require other disposition?

**Response:**

Comment Noted. DOE expects this issue to be resolved to the point that sufficient direction can be included in the final RFP to allow proposals to be developed.

**Section C, Attachment or Provision/Clause No. 6**

**Question No. 227 (Code 582)**

Are the costs associated with secondary waste streams produced during sodium-bearing waste processing to be addressed as specific additional costs associated with the sodium-bearing waste, included with the costs of other waste streams, or both?

**Response:**

The RFP will clarify that all secondary waste streams must be included in the Offeror's target cost proposal.

**Section C, Attachment or Provision/Clause No. 6**

**Question No. 228 (Code 583)**

Technical publications in the proposal library address calciner restart and steam reforming as potential technologies for processing the sodium-bearing waste. Other technologies are not addressed in any detail. How will DOE assign technical risk to alternatives not addressed in the proposal library? Will other technologies be rejected as having unaddressed technical risks?

**Response:**

Comment Noted. DOE has added the Technology Evaluation Report to the Shared Library. This report provides information on all the technologies that DOE focused on for the treatment of the Sodium Bearing Waste, including the undissolved solids. Other technologies, including those not addressed in the RFP Shared Library, will not be rejected assuming the proposal adequately satisfies Sections L and M and the risk criteria in Section H.2 of the RFP.

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**Section C, Attachment or Provision/Clause No. 43**

**Question No. 229 (Code 584)**

Will DOE authorize the continued use of “load management” for disposal at WIPP of low-level mixed waste that is 10 to 100 nanocuries/g alpha?

**Response:**

Comment Noted. Disposal of low-level mixed waste has never been approved for the Waste Isolation Pilot Plant (WIPP). Individual waste containers that are disposed in WIPP must be part of a waste stream approved by the Carlsbad Field Office (CBFO), have been historically managed as Transuranic waste, have a Transuranic alpha activity concentration greater than 100nCi/g alpha and have a least one Transuranic isotope with a valid measurement above the radioassay system’s Lower Limit of Detection (LLD).

“Load Management” refers to a process that is approved for use by CBFO and the Environmental Protection Agency (EPA). Individual waste containers may be overpacked into an approved waste disposal container, such as a Standard Waste Box or Ten Drum Overpack, with other waste containers that are from the same Transuranic waste stream. The only requirement that is different for overpacked containers (as opposed to individual containers) is that individual waste containers to be overpacked may contain a transuranic alpha activity concentration less than 100 nCi/g alpha. However, the resulting disposal container must have a transuranic alpha activity concentration greater than 100 nCi/g alpha. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 6**

**Question No. 232 (Code 587)**

Direct evaporation of the sodium-bearing waste would produce high-sodium nitrate (oxidizer) solids for transportation to WIPP. Can these high sodium nitrate solids be shipped to WIPP in the TRUPACT II or RH-72B casks? If they can be shipped, what are the concentration limits or other restrictions? Are there concentration limits for disposal of oxidizers such as sodium nitrate at WIPP?

**Response:**

Comment Noted: The current requirements for shipment to WIPP (including SARP for shipping containers), certification process for TRU waste, the Waste Acceptance Criteria for TRU, and the WIPP Hazardous Waste Permit are available on the WIPP home page. <http://www.wipp.carlsbad.nm.us/index.htm> However, if the high-sodium nitrate is an oxidizer (as indicated by the question) it cannot be sent to WIPP because oxidizers are D001 waste (ignitable) and are not eligible for disposal at WIPP (see 40 CFR 261.21(a)(4) & 49 CFR 173.151).

**Section C, Attachment or Provision/Clause No. 6**

**Question No. 234 (Code 589)**

What NOx emissions level or degree of NOx removal will be required of the selected SBW treatment process?

**Response:**

Comment Noted. The Sodium Bearing Waste treatment process will need to meet all applicable regulatory requirements and permit conditions.

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**Section C, Attachment or Provision/Clause No. 9.2**

**Question No. 236 (Code 591)**

Section C.9.2 Integrated Safety Management system and ES&H Program

Suggest incorporating the following statement regarding the status of the INEEL Environmental Management System that must be integrated with the ISMS per DOE Order 450.1.

Insert as a second paragraph:

The contractor may also adopt the existing ISO 14001 registered Environmental Management System (EMS) that is integrated with the ISMS. Continuation or transfer of the ISO registration should be evaluated during contract transition. An EMS integrated with the ISMS is required by DOE Order 450.1.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No.**

**Question No. 238 (Code 594)**

Statement of Work. Several discrete work scopes exist within the total Statement of Work for the Idaho Cleanup Project, which are well suited for small businesses, however none have been set aside for small business. This is extremely disappointing to the local small business community based on the commitments made by the Department of Energy during its Idaho Pre-Proposal Conference held in Idaho Falls on June 18th, and again reiterated during the EM Small Business Workshop held in Nashville on July 15-16. If discrete scopes of work are not reserved for small business participation within the prime contract, strong direction should be given to the prime contractor for identification of discrete work scopes to be subcontracted to small businesses with significant incentives tied to the prime contractor's performance against such measures.

**Response:**

Comment Noted.

**Section C, Attachment or Provision/Clause No. 3**

**Question No. 250 (Code 636)**

C.3 The first two bullets should clarify that transuranic waste will be disposed offsite.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 3.1**

**Question No. 251 (Code 637)**

C.3.1 DOE should clarify the status of the LMAES buildings at the RWMC.

**Response:**

Comment noted. Please review Clause H.2, Item 3.

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**Section C, Attachment or Provision/Clause No. 3.3**

**Question No. 252 (Code 638)**

C.3.3 As remediation of the RWMC is a major element of the ICP, the State expects DOE to provide its contractors with more specifics of expectations for this element in the final RFP.

**Response:**

Comment Noted. As stated in the draft RFP Executive Summary letter, DOE expects this issue to be resolved before issuance of the final RFP.

**Section C, Attachment or Provision/Clause No. 4.1**

**Question No. 253 (Code 639)**

C.4.1.1; Exhibit C.9a: Given the unique capabilities of the TAN 607 hot cell, the State encourages DOE to evaluate its potential for use in EM or laboratory activities involving large items such as shipping casks. For example, this facility was used to examine and repackage a TRUPACT-II following its involvement in an accident.

C.4.1.1 With mercury contamination, DOE should clarify the RCRA regulatory status of this facility.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 4.3**

**Question No. 254 (Code 640)**

C.4.3.2 DOE should clarify that the PM-2A tanks and their contents must be treated and dispositioned.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 5**

**Question No. 255 (Code 641)**

C.5 DOE mentions eligibility for historic landmark status; it should clarify what its expectations are for the contractor regarding activities regarding compliance with historical preservation requirements.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 6**

**Question No. 256 (Code 642)**

C.6 DOE should clarify in the title of this section that the Auxiliary Reactor Area is included.

**Response:**

Comment Noted.

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**Section C, Attachment or Provision/Clause No. 71**

**Question No. 257 (Code 643)**

C.7 Exhibit C.1, page 1, 2 of 6: The recently signed Explanation of Significant Differences for Operable Unit 3-13 should be added. The unit now includes the injection well. The State expects remediation of Tank Farm soils to begin during the ICP contract.

Exhibit C.1., page 4 of 6: The recently signed ROD amendment for Operable Unit 1-10 should be added.

Exhibit C.1, page 5 of 6, Two new wells will be installed to monitor closed landfills at Operable Unit 4-13.

Exhibit C.1, page 6 of 6: DOE should include lead contamination at the STF gun range in this section.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 4**

**Question No. 258 (Code 644)**

C. 7 Exhibit C.4, Emergency Management

Several items in the Emergency Management section are of concern to the State. For a successful, coordinated emergency response, state and local authorities need to have a cooperative relationship with all parties and a free flow of information. DOE should clarify that it expects the ICP contractor to coordinate with and participate as appropriate in meetings, training exercises, etc. with state and local authorities.

DOE must insist that its contractors have public protection information pre-approved for release in case of emergencies. There should be no need for additional review during an incident of public protection information "for applicable classification or other disclosure restrictions prior to release."

The State has concerns about DOE's apparent presumptions about its transportation program. DOE's presumption that "Buses that historically have been staged or deployed for emergency evacuations will not be available" appears to be ill-conceived. The State expects DOE to evaluate its transportation system in terms of worker safety (both on a daily basis and in case of evacuation), pollution prevention, continued support for ongoing missions, and infrastructure needs for the laboratory.

The State wants to confirm that the ICP funding for essential services (emergency management) includes support for the NOAA-ARL air dispersion modeling capabilities in addition to other support identified for on-site monitoring activities.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

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**Section C, Attachment or Provision/Clause No. 5**

**Question No. 259 (Code 645)**

Exhibit C.5a, page 4: DOE should reassess plans to demolish CPP-651. It is one of the best available facilities of its kind and may play a role in ongoing nuclear operations.

Exhibit C.5.b This table notes permitting requirements inconsistently. For consistency, the table should reference where permit applications are pending or required to be submitted consistent with schedules developed with the Idaho Department of Environmental Quality.

Exhibit C.5b, page 4. The phrase "ease of reconnection..." regarding the calciner wrongly implies use of calcining equipment is as simple as an on/off switch. The State recommends deletion of this sentence. We expect the ICP contractor to have responsibility for compliance with RCRA/HWMA closure of the New Waste Calcining Facility. Should the ICP contractor wish to pursue use of NWCF calcining equipment to support a new permit application for a hazardous waste treatment unit, significant upgrades and substantial process modifications would be necessary.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section C, Attachment or Provision/Clause No. 6**

**Question No. 260 (Code 646)**

Exhibit C.6: DOE should indicate the contractor may consider using the same treatment facilities for sodium-bearing waste and calcine consistent with its principles of efficiency and cost-effectiveness.

**Response:**

As this is a performance-based contract, DOE is only specifying what is to be accomplished with the funding provided for this contract period, and not how to accomplish the work scope.

**Section C, Attachment or Provision/Clause No. 7**

**Question No. 261 (Code 647)**

Exhibit C.7: Three Mile Island Fuel is currently owned by EM and should be included, although DOE may indicate other management plans.

**Response:**

Comment Noted.

**Section F, Attachment or Provision/Clause No. 4**

**Question No. 113 (Code 384)**

Reference Section F.4(b), Transition Activities. We suggest that DOE designate or identify facilities for use by the ICP contractor during transition.

**Response:**

Comment Noted. The ICP contractor will specify in its proposal what facilities will be needed for use during and after transition. DOE will attempt to clarify this language in the final RFP.



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**Section F, Attachment or Provision/Clause No. 4**

**Question No. 128 (Code 400)**

We suggest that DOE provide a statement as to whether the Project Controls, Accounting, and purchasing Systems of the current contractor are adequate and compliant per DOE and DCAA standards. This will allow offerors to plan transition activities.

**Response:**

The current contractor's systems are compliant with applicable DOE Orders.

**Section G, Attachment or Provision/Clause No. 5**

**Question No. 187 (Code 533)**

Section G.5(a). Invoice submittal is limited to one time per month. Would DOE consider an interim partial invoice with true-up at the end of the month, in order to reduce the working capital investment required for the project?

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section G, Attachment or Provision/Clause No. 10**

**Question No. 241 (Code 597)**

The Small Business Subcontracting Plan should include subcontracting goals to local/Idaho business.

**Response:**

Comment Noted.

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**Section G, Attachment or Provision/Clause No.**

**Question No. 249 (Code 608)**

Because this effort is cost plus and directed at DOE Capital Assets as defined in DOE O 413.3 and DOE M 413.3-1 the following provision and clause should be considered.

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**SOLICITATION PROVISION**

DOE O 413.3, Attachment 1

As prescribed in DOE O 413.3, Attachment 1 use the following provision:

**NOTICE OF EARNED VALUE MANAGEMENT SYSTEMS**

(a) The offeror shall submit a comprehensive plan for compliance with the earned value management system (EVMS) criteria as outlined in American National Standards Institute (ANSI) EIA-748, Earned Value Management Systems. The purpose of this provision is to ensure that the principles outlined in the above documents are implemented on the entire work scope of the contractual effort allowing for appropriate (DOE approved) tailoring for basic science or other Level-of-Effort activities. This plan will clearly annotate whether the Offeror intends to obtain or has obtained a third-party review, intends to conduct or has conducted a self-review, or desires a Government review of its system for compliance with the criteria. If the contractor has obtained a third-party review or has performed a self-review, documentation describing the process and results of that review shall be provided with the plan.

(b) The plan shall--

- (1) Describe the EVMS the Offeror intends to use in the performance of the contract.
- (2) Distinguish between the Offeror's existing management systems and modifications proposed to meet the criteria.
- (3) Describe the management systems and their application in terms of the 32 EVMS criteria.
- (4) Describe the proposed procedure for administration of the criteria as applied to subcontractors.

(c) If the Offeror is using EVMS which has been recognized by the cognizant Administrative Contracting Officer (ACO) as complying with EVMS criteria, the Offeror may submit a copy of this documentation in lieu of the comprehensive plan required by paragraph (a).

(d) The Offeror shall provide information and assistance as required by the Contracting Officer for evaluation of compliance with the cited criteria.

(e) The Government will evaluate the Offeror's plan for EVMS before contract award.

(f) Contractors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the criteria. The prime contractor and the Government shall agree to subcontractors selected for application of the EVMS criteria.  
(End of Provision)

**CONTRACT CLAUSE**

DOE O 413.3, Attachment 1

As prescribed in DOE O 413.3, Attachment 1 use the following clause:

**EARNED VALUE MANAGEMENT SYSTEMS**

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(a) The Contractor shall use for management of this contract an earned value management system (EVMS) meeting the criteria as outlined in American National Standards Institute (ANSI) EIA-748, Earned Value Management Systems. The purpose of this provision is to ensure that the principles outlined in the above documents are implemented on the entire work scope of the contractual effort allowing for appropriate (DOE approved) tailoring for basic science or other Level-of-Effort activities.

(b) Contractors possessing a current EVMS which has been recognized by the cognizant Contracting Officer (CO) shall implement an EVMS meeting the criteria provided in paragraph (a) above within 60 calendar days after contract award or as otherwise agreed to by the parties.

(c) Contractors not possessing a current EVMS which has been recognized by the CO as complying with EVMS criteria shall:

(1) Furnish the CO, within 30 days after contract award, a copy of the EVMS plan submitted in response to the solicitation.

(2) Demonstrate to the satisfaction of the CO that the EVMS complies with the criteria established in paragraph (a).

(d) The Government may require within 180 days after contract award and exercise of significant contract option(s), an Integrated Baseline Review. The purpose of this review is for the Government and Contractor to jointly evaluate such areas as the Contractor's planning to ensure complete coverage of the Statement of Work, logical scheduling of the work activities, adequate resourcing, and identification of inherent contract risks.

(e) Contractor proposed system changes require CO approval prior to implementation. The CO shall advise the contractor of the acceptability of such changes within 30 days after receipt from the contractor. The CO may waive the prior approval requirements of this clause regarding contractor proposed system changes. If the prior approval of system changes provision is waived, the Contractor shall disclose EVMS changes to the ACO at least two weeks prior to the effective date of implementation.

(f) The Contractor agrees to provide access to all pertinent EVMS records and data requested by the CO or duly authorized representatives. Access is for the purpose of reviewing the demonstration in paragraph (c) 2 of this clause and also to permit Government surveillance to ensure continuing application of an EVMS meeting the requirements of paragraph (a) of this clause.

(g) The Contractor shall require each selected subcontractor, as specified by the Contracting Officer, to meet the provisions of paragraph (a) of this clause.

(End of clause)

**Response:**

DOE O 413.3 and DOE M 413.3-1 are required orders of this contract per Section J Attachment B.

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**Section H, Attachment or Provision/Clause No. 4**

**Question No. 37 (Code 241)**

The DOE document review times specified in Table H-4 seem overly liberal compared to our experience at other sites. We suggest that a graded approach to DOE review and turnaround times be implemented such that activities with lower safety significance can be fast-tracked. For example, tearing down an aboveground structure with no utilities or interface with other structures should be able to be accomplished in 7 days rather than with 6 months advance notice. The USQ and JCO times are particularly limiting. Collaborative, in-process review techniques could be used to shorten review times. We suggest that DOE consider this comment in light of section B.8, Statement of Commitment.

**Response:**

Comment Noted.

**Section H, Attachment or Provision/Clause No. 4**

**Question No. 38 (Code 242)**

We suggest that the services listed below be added to Government Furnished Services defined in Table H.4. A significant number of these services are already budgeted by the Lab, so this will lower overall cost to DOE by avoiding duplication of effort.

- AWS Weld Qualification Facility on an as-needed basis
- INEEL Critical Life Safety System Support
- Radiation Protection Dosimetry Issuance and Management
- Confined Space Rescue Teams to support scheduled work activities
- Generation and submission of SARA reports based on contractor provided data
- Occupational Health staff and facilities for compliance with OSHA and State DOL requirements
- Photocopying, document management, and distribution
- RCRA Traceability Studies Report based on contractor provided data for assigned scopes of work
- Rad Monitor and Instrument calibration services
- Packaging and transport of materials
- Training (both general and trade specific)
- Calibration of Measuring and Test (M&TE) equipment
- Materials Characterization and Analysis
- Remote Systems operation and maintenance for tank monitoring
- Computer systems and access to the Passport Work Management System

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 39 (Code 243)**

The RFP requires that to the extent that the successful offeror hires incumbent staff, they must do so at the staff's current salary and comparable benefits as of the final day of contract DE-AC07-99ID13727, but that information has not been provided for all individuals or job classifications. Please provide wage rates by labor classification for all BBWI labor classifications along with current applicable fringe rate(s) and define the items that are included in the fringe rate. These data are needed in order for all offerors to prepare realistic, reasonable, and complete target costs (reference section M.5(b)).

**Response:**

Comment noted. This information is available on the share library under the file names "BBWI Job Class, Headcounts, and Average Salary (excluding fringe and overheads)" and INEEL FY 2004 Indirect and Other Distributable Costs."

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**Section H, Attachment or Provision/Clause No. 21**

**Question No. 41 (Code 245)**

Section H.21 outlines DOE's intention that the new contractor give hiring preference to incumbent staff. There will be two new contractors making staff selections simultaneously and therefore, without guidelines, the two new contractors could be in a situation where they are competing for the same high performing staff or staff with unique skills. Furthermore, it would put the incumbent staff in a position where they are using interest from both contractors to negotiate. This situation is neither in DOE's nor the contractors' best interests because a confused staff transition situation can have serious negative effects, including negative staff morale, increasing the cost of both transition and contract performance, and increasing the complexity of transition. Since the current BBWI organization has already been created with the scope split to INL and ICP in mind, we suggest that DOE issue guidelines in the RFP stating that during transition, and for 6 months thereafter, the two new contractors will give strong preference to staff in the portion of the BBWI organization that corresponds to their new contract.

**Response:**

Comment Noted.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 42 (Code 247)**

Section H.21(b), Pay and Benefits, item (1), of the RFP states that "...employees of BBWI below the manager level...be provided substantially equivalent employee pay and comparable employee benefits...." The intent of "manager level" is not clear. Please define what the government means by "manager level." Does "manager level" include first line supervisors and above? This information will reduce uncertainty and ensure that offers reflect what DOE wants.

**Response:**

Comment Noted. Manager level includes first line supervisors and above. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 43 (Code 248)**

Section H.21(b) Pay and Benefits, item (1) of the RFP states "...employees of BBWI below the manager level...will for at least one year be provided substantially equivalent employee pay...." The RFP is silent about whether the contractor can pay more than this if needed in a competitive environment to attract certain uniquely skilled employees, or whether this statement reflects a directive by DOE that salaries greater than those made by employees at the time of transition will not be allowed. Please clarify the government's position on this issue.

**Response:**

Comment Noted. The contractor may pay employees below the manager level more as long as total costs do not exceed the target cost. DOE reimbursement for management level personnel will be limited to the provisions contained in Clause H.6 Reimbursement of Key Personnel

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**Section H, Attachment or Provision/Clause No. 21**

**Question No. 44 (Code 249)**

Under RFP Section H.21(c)(6), Advance Understandings, item (vi), the contractor has authority to separate no more than 50 employees during a 12-month period. This is not conducive to excellent performance nor is it best commercial practice. Removing this clause and allowing the ICP Project Manager, with appropriate oversight from the offeror's corporate management, to make separation decisions without DOE approvals (except as required by Section 3161 workforce transition plans) for the betterment of project performance will give DOE several benefits, including improving the quality of performance, reducing cost, maximizing results within the annual funding constraints, and enabling quicker response to unexpected changes in the program requirements or funding levels. We strongly believe and recommend that this clause falls in the category of clauses that should be removed and replaced with best commercial practice. Commercial practice is to place responsibility for the size and make-up of the workforce on the contractor responsible for the scope. Notwithstanding the above, we fully understand that we must meet all requirements in law.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 1**

**Question No. 45 (Code 251)**

Section H.1(b), Baseline Development and Cost Collection, item (1), requires that the contractor's WBS elements roll up to DOE's Project Baseline Summary (PBS) levels. Please provide scope definition for the ICP PBSs so that offerors better understand how to comply with the requirement.

**Response:**

Comment Noted. The PBS definitions will be posted on the shared library.

**Section H, Attachment or Provision/Clause No. 11**

**Question No. 46 (Code 252)**

Section H.11, Responsibility for Existing Contractual and Other Agreements, item (a), indicates that collective bargaining agreements will be assigned to the contractor. We believe that this is covered adequately and correctly in Section H.21(c)(3). We suggest that the phrase "collective bargaining agreement" be deleted from Section H.11(a). This change will clarify requirements and avoid legal confusion.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 47 (Code 253)**

Under Section H.21(b), Pay and Benefits, item (3), the contractor is to honor accrued leave benefits of BBWI employees as of the last day of the BBWI contract. Have these benefits previously been accrued as cost (at the time that leave was accrued), or is the leave costed at the time it is taken by the employee? This information is needed to prepare accurate cost estimates.

**Response:**

Comment Noted. Personal leave benefits earned have been accrued as cost.

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**Section H, Attachment or Provision/Clause No. 26**

**Question No. 48 (Code 254)**

Under Section H.26(b), Enforcement Actions and Liability for Fines and Penalties, we recommend that “unless such action or inaction was a result of DOE direction to the contractor” be added to the end of the first sentence in the clause. This change is necessary to establish reasonable performance and cost risk sharing between DOE and the contractor.

**Response:**

Comment Noted.

**Section H, Attachment or Provision/Clause No. 33**

**Question No. 49 (Code 255)**

Reference Section H.33, Financial Requirements, subsection (c)(5). This section is too restrictive and makes it difficult for the contractor to operate efficiently. We suggest that the reference to changes in work discipline codes and charge numbers be deleted. This requirement does not exist at other sites in our experience, and it unnecessarily inhibits the contractor’s ability to efficiently manage the work. In our experience, charge numbers get opened and closed in response to the demands of the ongoing work. Charge numbers are always closed when the task is completed. Leaving them open is poor business practice. This change will enhance flexibility and lighten the workload on the contracting officer.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 33**

**Question No. 50 (Code 256)**

Reference Section H.33, Financial Requirements, subsection (c)(7). This section seems to imply that performance improvement cannot be predicted or expected as it ties us to historical labor performance and productivity in the development of labor cost estimates. We recommend deleting the section as it is overly prescriptive, restrictive, and an impediment to innovation and improvement. Improved performance will be encouraged through this change.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 2**

**Question No. 66 (Code 272)**

In Section H.2, Programmatic Risks and Uncertainties, the last sentence in item (a) references “The contractor’s initial risk management plan (that was submitted with its proposal)...” Please clarify that this refers to the offeror’s response to RFP Section L.3(b)(1)(ii) Risk Management. If a risk management plan should be submitted separately from Section L.3(b)(1)(ii), then please provide instructions regarding its preparation.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

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**Section H, Attachment or Provision/Clause No. 1**

**Question No. 83 (Code 353)**

Target Cost and Target Schedule require variance justification for variances greater than +/-10%. However, if Schedule varies from the Budgeted Cost of Work Scheduled by 1%, this will result in a loss of \$5 Million in fee (for every 1% variance). Please explain why this clause exists. It seems unlikely that a variance report will ever be issued, as a negative 10% variance will result in a \$50 Million fee loss, and completing work in less time than budgeted will result in the procedure identified in C.8 being invoked. This clause seems redundant and confusing.

**Response:**

Comment Noted. While variance analysis may result in adjustments to quarterly provisional fee payments, actual contract fee will be calculated using the Final Fee Determination provision of B.7 that will occur at contract completion or at 9/30/12, whichever is earlier. C.8 will only apply if the contractor achieves a positive contract completion schedule variance and this clause is meant to provide additional work in the contract timeframe for which the contractor could earn additional fee, separate and apart from the contract target and maximum fee. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 2**

**Question No. 96 (Code 366)**

Sections H.2 (b) through (f) match well with the proposal instructions (Section L) and evaluation criteria (Section M). If changes are made to these sections, care should be taken to minimize the impact on the others

**Response:**

Comment Noted.

**Section H, Attachment or Provision/Clause No. 31**

**Question No. 97 (Code 368)**

Section H.31, Government-Owned Property and Equipment, refers to a property survey. The RFP should clarify when this survey will be performed and whether the cost of the survey is allocated to the transition or to the contract. If this survey is the responsibility of the ICP contractor, it should be included in Section C, Statement of Work.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP



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**Section H, Attachment or Provision/Clause No. 2**

**Question No. 103 (Code 374)**

COMMENT : We suggest that DOE include a list of all lawsuits and other litigation matters that exist at the time of the final release of the contract as an attachment to Section J. Also, the following statement should be added to Section H.2, "The contractor will be reimbursed for all expenses tied to complying with pre-existing conditions and lawsuit settlements that are in place when the ICP contract is issued".

**Response:**

DEAR 970.5231-4, Pre-existing Conditions, is included in the RFP as Clause I.137. The costs of lawsuits and other litigation matters assigned to the Contractor under Section H.11 and other litigation costs incurred during the term of the contract are included in target cost and subject to the annual funding limitations. Offerors should assume in their cost proposals that these costs will amount to \$5 Million per year, and this amount should be included in all offerors' target cost. If the successful offeror is able to reduce these costs below \$5 Million, any savings under \$5 Million may be applied to cleanup costs. Table B.1 will be changed to include litigation costs in excess of \$5 Million, and these excess costs may form the basis of an adjustment to target cost and a Request for Equitable Adjustment.

**Section H, Attachment or Provision/Clause No. 4**

**Question No. 105 (Code 376)**

COMMENT : Some waste categories identified in the RFP do not have available treatment and disposal pathways (see H.2) and access to disposal sites and transportation systems for other waste streams are controlled by DOE. DOE should accept the responsibility for dispositioning these wastes since the contractor will not control the disposition path.

RECOMMENDATION: Section H.4, Table H-4 should be modified to include the statement, "DOE receiver sites will be identified for all waste streams and DOE will make arrangements for the sites to receive waste at a rate consistent with the contractor's baseline".

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 1**

**Question No. 114 (Code 385)**

COMMENT : We recommend DOE consider including dollar and percentage thresholds by PBS for variance analysis (H.1(d)(5)).

RECOMMENDATION: Include language similar to the following:

Baseline Thresholds. Provided that the change does not affect Target Cost and Target Schedule, the baseline change control thresholds for technical, schedule, and cost changes shall be the lesser of the following:

DOE Headquarters Level - \$40,000,000 or 20% of the PBS costs on an annual basis

DOE-ID Level - \$20,000,000 or 10% of the PBS costs on an annual basis

Contractor Level - Up to the DOE-ID level

**Response:**

Comment Noted.

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**Section H, Attachment or Provision/Clause No. 27**

**Question No. 115 (Code 386)**

Section H.27, Disposition of Intellectual Property, paragraph (b) grants the Government extensive and possibly unjustified rights to contractor-owned intellectual property. It appears to grant non-exclusive rights to anything the contractor uses, even if not developed on-site. We suggest that this clause be revised to allow the contractor to retain rights to intellectual property that it brings to the contract.

**Response:**

Clause H.27, Disposition of Intellectual Property, will be retained in its current form.

**Section H, Attachment or Provision/Clause No.**

**Question No. 120 (Code 392)**

This draft proposal is silent with respect to requiring the offerors to utilize the Government-Industry Data Exchange Program (GIDEP). Recommend the following be added to Section H, Special Contract Requirements:

**GIDEP PROGRAM**

A. The contractor shall participate in the Government-Industry Data Exchange Program (GIDEP) under the latest revision of GIDEP Requirements Guide, NAVSEA S0300-BU-GYD-010. GIDEP is an invaluable tool in the government's war against inefficiency, and is limited to participating activities. GIDEP will retain and provide data and/or reports provided in compliance with this contract on a privileged basis. Compliance with the provisions of this clause shall not relieve the contractor from complying with other provisions of the contract.

B. The contractor agrees to insert paragraph A. of this clause in any subcontract hereunder exceeding \$500,000. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

C. Information regarding GIDEP can be found at <http://www.gidep.org>, or by calling the GIDEP Operations Center at (909) 273-4677.

**Response:**

This program will not be a requirement in the RFP; however, the contractor may utilize this program if desired.

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**Section H, Attachment or Provision/Clause No. 11**

**Question No. 123 (Code 395)**

COMMENT : In Section H.11(a)(d), if the lawsuits and other litigation matters are to be part of target cost, then a list and description needs to be provided in the final RFP so the contractor can adequately provide an estimated cost for those items. For example:

„h Pending litigation:

Name, case #, the parties, a short synopsis/status, and name of outside counsel

„h For litigation matters:

The nature of proceedings, the parties involved and status of proceedings

**Response:**

Comment noted. The costs of lawsuits and other litigation matters assigned to the Contractor under Section H.11 and other litigation costs incurred during the term of the contract are included in target cost and subject to the annual funding limitations. Offerors should assume in their cost proposals that these costs will amount to \$5 Million per year, and this amount should be included in all offerors' target cost. If the successful offeror is able to reduce these costs below \$5 Million, any savings under \$5 Million may be applied to cleanup costs. Table B.1 will be changed to include litigation costs in excess of \$5 Million, and these excess costs may form the basis of an adjustment to target cost and a Request for Equitable Adjustment.

**Section H, Attachment or Provision/Clause No. 13**

**Question No. 125 (Code 397)**

COMMENT : In Clause H.13, there is no mention of pollution or errors and omissions insurance requirements which are normally required on cleanup contracts.

RECOMMENDATION: We suggest that DOE include pollution liability and errors and omissions insurance as required insurance coverage.

**Response:**

Comment Noted.

**Section H, Attachment or Provision/Clause No. 1**

**Question No. 127 (Code 399)**

COMMENT : In Clause H.1(b)(1), the RFP states: "The contractor shall identify the WBS elements that will roll up to DOE's Project Baseline Summary (PBS) levels", yet the PBS is not provided.

RECOMMENDATION: We suggest that DOE provide the final list of PBS's in the final RFP.

**Response:**

Comment Noted. Available information will be posted on the shared library, or be made available through the INEEL technical library.

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**Section H, Attachment or Provision/Clause No. 11**

**Question No. 131 (Code 403)**

Section H.11(a) states that existing ICP-related contracts entered into by the incumbent will be assigned to the Contractor on takeover date. Included with these contracts are the related "lawsuits and other litigation matters". The RFP doesn't contain any cost information regarding existing litigation, claims, or pending settlements. Are these legal items included in the Target Cost and therefore subject to the annual funding limitations? If not, clarify this by adding them to the list in Section B.5. If they are subject to the annual funding limitations, DOE should provide these costs in the RFP so that all offerors treat them equally. Also, in order to preserve the integrity of the Project Baseline for measuring true performance and in order to maintain equitable evaluation of competing offerors, these costs should be outside the Project Baseline and added to Table B.1.

**Response:**

Comment noted. The costs of lawsuits and other litigation matters assigned to the Contractor under Section H.11 and other litigation costs incurred during the term of the contract are included in target cost and subject to the annual funding limitations. Offerors should assume in their cost proposals that these costs will amount to \$5 Million per year, and this amount should be included in all offerors' target cost. If the successful offeror is able to reduce these costs below \$5 Million, any savings under \$5 Million may be applied to cleanup costs. Table B.1 will be changed to include litigation costs in excess of \$5 Million, and these excess costs may form the basis of an adjustment to target cost and a Request for Equitable Adjustment.

**Section H, Attachment or Provision/Clause No.**

**Question No. 144 (Code 416)**

COMMENT : DOE has done an excellent job of streamlining requirements.

RECOMMENDATION: Consideration should also be given to deleting the following:

- 1) Approval on charge codes (H.33(5))
- 2) Financial system charges (H.33(b)), since the contractors may be bringing their own systems
- 3) Shortening of time periods for DOE review and approval (H.4, Table H-4)

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 4**

**Question No. 145 (Code 417)**

RECOMMENDATION: In Clause H.4 and Table H-4, II Waste Management, Spent Nuclear Fuel, and Excess Nuclear material, A. TRU and TRU Mixed Waste (page 13), we suggest that DOE confirm that they will prepare and obtain necessary modifications to WIPP hazardous waste permit that will support the contractor's schedule to ship TRU waste to WIPP for disposal.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

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**Section H, Attachment or Provision/Clause No. 30**

**Question No. 146 (Code 418)**

COMMENT : In Clause H.30, it is unclear how new or changed Directives will be incorporated into the Contract. Will the addition of new or changed Directives that negatively impact cost/schedule be subject to the "Changes" clause?

RECOMMENDATION: Suggest adding language that makes the addition of new or changed Directives that increase project cost/ schedule be subject to the "Changes" clause.

**Response:**

FAR Clause 52.243-7 NOTIFICATION OF CHANGES (APR 1984) is incorporated in Section I, Clause I.83. The changes clause will be used throughout the term of the contract, when appropriate.

**Section H, Attachment or Provision/Clause No. 8**

**Question No. 147 (Code 420)**

COMMENT : This clause appears to be related to an M&O contract.

RECOMMENDATION: Changes to or update of this listing should be subject to the "Changes" clause of the contract.

**Response:**

Comment Noted. FAR Clause 52.243-7 NOTIFICATION OF CHANGES (APR 1984) is incorporated in Section I, Clause I.83. The changes clause will be used throughout the term of the contract, when appropriate.

**Section H, Attachment or Provision/Clause No. 8**

**Question No. 148 (Code 421)**

COMMENT : This clause appears to be related to an M&O contract.

RECOMMENDATION: Changes to or update of this listing should be subject to the "Changes" clause of the contract.

**Response:**

Comment Noted.

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**Section H, Attachment or Provision/Clause No.**

**Question No. 150 (Code 426)**

I started working at the INEL at TRA (Test Reactor Area) in 1976 as a Pipefitter. I have given the best working years of my life to working at the "site." I have taken thousands of hours of training and attained a high level of expertise in my field. Like many workers on any industrial site, my health has suffered from exposure to chemicals and radiation. I am a confirmed Asbestosis sufferer as a result of working in close proximity to this dangerous substance without benefit of a respirator – unfortunately, there is no longer any reimbursement for this exposure. I have had multiple thyroid problems – including tumors - likely as a result of exposure to radiation at the INEL, and this will certainly shorten my life. Prior to 1985 airborne cesium was not seen as a health risk.

During this time, I have seen the companies that have contracted with the government for management at the INEL erode our health and retirement benefits. DOE has backed away from the commitment to the employee and the community to provide oversight over the contractors, to the point that workers are now pretty much at the mercy of companies who consider us disposable. Now, with the current approach to contracting and to "privatizing" so many functions at the INEL, I am looking at the DOE and the companies vying for this lucrative contract conspiring to "screw me out of" my benefits just as I near retirement.

At one time we could count on DOE to provide real oversight to make sure that the workers at Nuclear facilities were treated fairly and justly. Now, the "hands-off" approach means that the skilled, trained, proven workforce that has developed around the INEL – the skilled "memory" of the INEL – is dispensable. If it were possible, I am sure that the INEL contractors would cheerfully export our functions to nameless third-world cheap labor – even if it resulted in more accidents and deaths, the company would probably still be profitable. No longer is there a concern that the Nuclear testing facilities hire and retain the very best, most highly skilled, and experienced workers. Now it is a matter of "Wal-Mart-izing" the delivery of services at the nation's engineering laboratories. Does the DOE really want this nation's Atomic Energy establishment in the hands of laborers from the lowest bidder? And the most ruthless? It is as simple a question as this: Does DOE stand for integrity?

**Response:**

Comment Noted.

**Section H, Attachment or Provision/Clause No. 1**

**Question No. 188 (Code 534)**

Section H.1. This section includes a number of specific requirements that would be imposed on the cleanup contractor. We suggest DOE revisit the need for these requirements with the purpose of providing the offerors more flexibility in optimizing work execution within legally-mandated requirements for funds management.

**Response:**

Comment Noted.

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**Section H, Attachment or Provision/Clause No. 2**

**Question No. 190 (Code 536)**

Section H.2, Programmatic Risks & Uncertainties. This is an important and perhaps well intended clause but it doesn't go far enough. It is not clear who bears the financial risk of inability to mitigate the identified risks. Is the intent that the contractor include dollars in the estimate for these conditions or not? If contingency is not to be included and the risks cannot be mitigated, is there relief under B.10 or not?

**Response:**

Comment noted. Section H.2 states that as part of the contractor's initial risk management plan (that was submitted with its proposal) the contractor shall describe its approach to eliminate, avoid or mitigate risks identified. The contractor may use any means available to eliminate, avoid or mitigate these risks including using and applying either cost or schedule contingency to its proposal. As this is a performance-based contract, DOE is only specifying what is to be accomplished, and not how to accomplish the work scope or risk reduction. Failure to eliminate, avoid or mitigate risks constitutes changes for which the contractor is accountable and the government will not negotiate changes and the contractor agrees shall not constitute a change to the target cost. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 4**

**Question No. 191 (Code 537)**

Section H.4 and H.31. Need comprehensive listing of GFE and GFIS allocation between ICP and INL and the utilization process for shared resources

**Response:**

Comment Noted. There is no expectation for the ICP Contractor to share government property with the INL Contractor. For a listing of government property to be assigned to the ICP Contractor, please refer to Idaho Cleanup Project Managed Property shown on the Shared Library at the following web addresses:

[http://www.id.doe.gov/doi/RFPSharedLibrary/PDF/EM/EM\\_BBWI\\_by\\_Asset\\_12\\_15\\_03.pdf](http://www.id.doe.gov/doi/RFPSharedLibrary/PDF/EM/EM_BBWI_by_Asset_12_15_03.pdf)

[http://www.id.doe.gov/doi/RFPSharedLibrary/PDF/EM/EM\\_BBWI\\_by\\_Area\\_12\\_15\\_03.pdf](http://www.id.doe.gov/doi/RFPSharedLibrary/PDF/EM/EM_BBWI_by_Area_12_15_03.pdf)

[http://www.id.doe.gov/doi/RFPSharedLibrary/PDF/EM/EM\\_Motor\\_Pool\\_Vehicles.pdf](http://www.id.doe.gov/doi/RFPSharedLibrary/PDF/EM/EM_Motor_Pool_Vehicles.pdf)

**Section H, Attachment or Provision/Clause No. 4**

**Question No. 193 (Code 539)**

DOE Table H-4. Time periods for review appear excessive given "acceleration" mentality. Based on our experience at other DOE sites, can we propose different review times? In addition, we request DOE include for planning purposes review and approval timeframes for all applicable GFSIs. This section is silent about review and approval requirements for scope elements under DOE Order 413.3.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

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**Section H, Attachment or Provision/Clause No. 4**

**Question No. 194 (Code 540)**

Table H.4, II, A. TRU/TRU Mixed and B. Excess Nuclear Material. Shipping schedules established by DOE for excess nuclear materials and TRU to WIPP can have significant impacts on cost. We request DOE consider including overall assumptions for these items that the offerors can use for planning and target price basis.

**Response:**

Comment Noted. Several questions have been raised regarding disposal costs, disposal rates, and ICP contractor responsibilities for waste destined for disposal at the Waste Isolation Pilot Plant (WIPP). For clarification, WIPP transportation and disposal costs are not borne by the ICP contractor and should not be considered as an element of the proposed target cost. However, DOE will utilize an estimated WIPP unit disposal cost to evaluate waste disposal volumes at WIPP as part of the offerors technical approach which is described in Section L.3(b)(1). DOE will attempt to clarify this in the final RFP. Also as stated in Section 3.4.1, for TRU waste shipments to WIPP, the contractor shall load transport casks provided by WIPP and coordinate any transport inspections required by the State of Idaho. With regard to disposal rates including the number and rate of casks provided, DOE will attempt to clarify this in Section H.4 of the final RFP.

**Section H, Attachment or Provision/Clause No. 11**

**Question No. 197 (Code 543)**

Section H.11, pg-19-20. Does the successful contractor have to pay for the litigation of pre-contract award legal claims in terms of the defense and settlement cost out of the target cost or are these costs in addition to the target cost? If the ongoing LMAES litigation will continue into the new ICP contract, DOE should provide guidance on what costs the offerors' should include.

**Response:**

Comment noted. The costs of lawsuits and other litigation matters assigned to the Contractor under Section H.11 and other litigation costs incurred during the term of the contract are included in target cost and subject to the annual funding limitations. Offerors should assume in their cost proposals that these costs will amount to \$5 Million per year, and this amount should be included in all offerors' target cost. If the successful offeror is able to reduce these costs below \$5 Million, any savings under \$5 Million may be applied to cleanup costs. Table B.1 will be changed to include litigation costs in excess of \$5 Million, and these excess costs may form the basis of an adjustment to target cost and a Request for Equitable Adjustment.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 198 (Code 544)**

Section H.21.(c)(6)(vi). This section limits Contractor authority for reductions-in-force to <50 employees per 12-month period. Since major skill mix adjustment will have to occur, we recommend DOE eliminate this requirement or make the lack of approval a basis for equitable adjustment.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.



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**Section H, Attachment or Provision/Clause No. 21**

**Question No. 204 (Code 550)**

1. PACE workers currently are employed at INEEL site wide sharing a common seniority list. With the adoption of two contracts, one for the INL (RFP DE-RP07-03ID14517) and the other for the ICP (RFP DE-RP07-03ID14516) and the likelihood of a different contractor for each, the transition of workers from a site wide operation into two contracts will have its challenges. Division of the workforce will be the first challenge through the hiring preferences in the RFPs. Another will be the movement of workers between contracts based on their seniority. As work winds down or work increases in either the ICP or INL contracts, workers laid-off with the requisite skills should have the opportunity to move from one contractor to the other based on their accrued seniority. This will require coordination between ICP and INL contractors. PACE urges the RFPs to include requirements directing the contractors to administer a process that would ensure worker movement from one contract to the other for at least one year from the award date of the contracts. The contractor should provide retaining and recertification for these crossover workers if necessary. This crossover procedure should give preference to current PACE workers based on site wide incumbent authority for seniority established in the current Collective Bargaining Agreements (CBA). Such procedure would assist in providing for a stabilized workforce and strengthen the economy in the area. The RFPs should direct this process in the "Labor Relations" sections of SECTION H of the RFPs with the following: "CONTRACTOR SHALL COORDINATE WITH THE ICP [INL] CONTRACTOR, AND THE PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND ENERGY WORKERS TO BARGAIN AN AGREEMENT THAT ENSURES THE MOST SENIOR QUALIFIED INCUMBENT WORKERS HAVE PRIORITY FOR EMPLOYMENT IN EITHER CONTRACT INCLUDING NEW OR VACANT JOB OPENINGS".

**Response:**

Comment noted. Clause H.21(b)(4)(i)c does allow INL employees to transition to ICP contract and retain pension benefits.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 207 (Code 553)**

2. PACE has entered into a Memorandum of Agreement (MOA) on May 6, 2003 titled "Project Subcontract Loaned BBWI-PACE represented employees" with the current contractor at INEEL for performing subcontracted work on a project-by-project basis. This MOA allows employees to be loaned to subcontractors performing Environmental Management (EM) or Nuclear Energy (NE) work without any interruption of benefits and wages and permits the employee to return to work with the prime contractor when the subcontractor's work is completed. PACE urges the continued implementation of this MOA and that the final RFPs include the requirement that the new contractors accept it in the CBA agreements with PACE. This MOA provides that when there is subcontracting of work that would be performed by the contractor under this contract and Department of Energy Acquisition Regulations, and is work that has been traditionally and historically performed by PACE, there is seamless employment transition to and from subcontractors, while maintaining continuity of wages and benefits. The RFPs should direct this in the "Labor Relations" sections of SECTION H of the RFPs with the following: "THE CONTRACTOR SHALL INCLUDE THE MOA, DATED MAY 6, 2003 TITLED 'PROJECT SUBCONTRACT LOANED BBWI PACE REPRESENTED EMPLOYEES'.

**Response:**

Comment Noted.

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**Section H, Attachment or Provision/Clause No. 21**

**Question No. 208 (Code 554)**

3. In SECTION H.21 (b) Pay and Benefits of RFP DE-RP07-03ID14516 and H.14 (c) Pay and Benefits (3) Pensions and Other Employee Benefits of RFP DE-RP07-03ID14517 there is no specific requirement that workers that retire during the 5 years of the contract are ensured medical benefits upon retirement. Since workers currently have this benefit, failure to continue it may induce some senior workers with critical experience to retire before the new contracts take effect. To ensure medical benefits for retirees in this 5 year window, PACE urges inclusion in the final RFPs the following: RFP DE-RP-07-03ID14516 in SECTION H .21 (b) (4) (i) add the requirement "ALL GRANDFATHERED EMPLOYEES THAT RETIRE IN THE MINIMUM 5 YEAR PENSION WINDOW, WILL RETAIN MEDICAL COVERAGE THAT IS PROVIDED BY THE CONTRACTOR". And remove language in (v) "INCLUDING ANY OF THE RETIREMENT BENEFITS". In RFP DE-RP07-03ID1417 Section H.14 (c) (3) (vi) add: THE CONTRACTOR SHALL ALSO MAINTAIN AND ADMINISTER POST RETIREMENT MEDICAL BENEFITS FOR ANYONE THAT RETIREES IN THE 5 YEAR TIMEFRAME (reference iii).

**Response:**

Comment Noted.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 210 (Code 556)**

5. Both RFPs include a requirement that the contractor honor accrued leave benefits as of the last day of the current contract. To provide an incentive for the most experienced workers to stay, eliminate a disincentive to leave and lessen the need to transfer between contracts, PACE urges that language be included in the RFPs requiring the new contractors to not only honor accrued benefits but also continue the leave benefit programs of the existing contractor for grandfathered employees. If these benefits were to change, the changes could put workers into a use it or lose it situation which is not in the best interest of the Department or the contractor. PACE urges inclusion in the final RFPs the following: RFP DE-RP-07-03ID14516 in SECTION H .21 (b) (4) (i) and RFP DE-RP07-03ID1417 in Section H.14 (c) (3) (viii) add the requirement: THE CONTRACTOR SHALL CONTINUE THE PERSONAL LEAVE PROGRAMS INCLUDING ACCURAL RATES, CARRYOVER RATES, AND CASH OUT OPTIONS OF THE EXISTING CONTRACTOR AS OF THE DATE OF THE NEW AWARD.

**Response:**

Comment Noted.

**Section H, Attachment or Provision/Clause No. 23**

**Question No. 211 (Code 557)**

7. Paragraph H.16 of INL DE-RP07-03ID14517 and paragraph H.23 in ICP DE-RP07-03ID14516 regarding Labor Standards should specifically state that the Department shall determine the appropriate labor standards that apply for both the Davis-Bacon Act and the Service Contract Act, since these contracts are primarily for services under the Service Contract Act. The current contractor PACE and other unions at the site have developed a review committee and process to provide advance notice of any project being considered for Davis Bacon coverage. That review makes recommendations to the Department, and inclusion of worker review and recommendations should be continued by the contractors for both the INL and ICP contracts. This provision should also provide that the contractor conform its recommendations on applicable labor standards to be followed in specific projects or Statements of Work to current Department of Energy Acquisition Regulations and Federal Acquisition Regulations.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

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**Section H, Attachment or Provision/Clause No. 32**

**Question No. 217 (Code 572)**

The RFP does not address areas where ICP work disturbs soil other than demolition sites nor does it address control of invasive species. Please add the following to Section H.32(a) to address these.

The Contractor shall re-vegetate with native species to a minimum coverage of 70% or stabilize as appropriate sites outside facility fences where soil is disturbed such as monitoring well installation. The Contractor shall maintain a re-vegetation and invasive plant species management program or purchase this a service from the INL contractor or other source.”

Please add the following from section C.1.6.5, “ DOE/ID-12114, ‘Guidelines for Revegetation of Disturbed Sites at the Idaho National Engineering Laboratory,’ dated June 1989, offers additional guidance on planning, acceptable plant materials, and revegetation techniques.”

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 26**

**Question No. 218 (Code 573)**

This clause omits a section previously endorsed by the Idaho DEQ and in the existing BBWI contract regarding designation of an individual responsible for operational environmental compliance at each INL site facility area. Suggest this concept be incorporated into this clause.

H.26 (b) has included safety, health, or quality with the environmental enforcement actions only in this paragraph of this clause. The remainder of the clause and the title refers only to environmental regulatory issues. The scope defined in the first paragraph and the other paragraphs must be expanded to include the SH&Q enforcement actions or a separate section should be established.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section H, Attachment or Provision/Clause No. 10**

**Question No. 240 (Code 596)**

Small Business and Small Disadvantaged Business Subcontracting Plan. States “Performance against the above Plan/Program will be considered in the past performance evaluation conducted annually by the CO.” This requirement should define the weight and measurement of such evaluation as a performance factor. Being “considered” in the past performance evaluation does not specify minimum requirements or expectations.

**Response:**

Comment Noted.

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**Section H, Attachment or Provision/Clause No. 2**

**Question No. 262 (Code 648)**

H.2 Table on Page 7: The uncertainties involved with sodium-bearing waste are larger or smaller depending on the waste form. The State notes that disposal criteria for neither remote-handled transuranic waste or high-level waste have been set at this time. Uncertainty regarding transportation criteria and containers also exists.

The State disagrees that detailed work plans for remediating WAG 7 cannot be completed or executed until LMAES litigation is complete. At most, physical impediments involve less than an acre of a much larger facility. Work plans can proceed despite this litigation being unsettled.

DOE can provide more detail regarding its expectations for “end states for CERCLA Records of Decision.”

**Response:**

Comment Noted. As stated in the draft RFP Executive Summary letter, the final RFP will contain sufficient detail to allow Offerors to propose detailed cost estimates to complete the remediation of WAG 7 during the contract term.

**Section H, Attachment or Provision/Clause No. 3**

**Question No. 263 (Code 649)**

Section H.3, page 9: The state has both regulatory and nonregulatory oversight INL cleanup and waste management activities. The reference to walk-throughs should include both state regulatory and nonregulatory oversight personnel.

**Response:**

Comment Noted.

**Section H, Attachment or Provision/Clause No. 4**

**Question No. 264 (Code 650)**

H.4, Table H-4- II: DOE should clarify government furnished services for spent fuel activities regarding containers, transportation and disposal requirements.

**Response:**

Comment Noted.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 266 (Code 653)**

H.21 To ensure a talented, experienced and dedicated workforce, we expect the contract to provide pay and benefit incentives to retain and recruit employees whose goal is to work themselves out of a job.

**Response:**

Comment Noted.

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**Section H, Attachment or Provision/Clause No. 21**

**Question No. 267 (Code 654)**

H.21 The State supports Idaho's Congressional Delegation request to DOE to encourage the cleanup contractor to propose performance goals related to workforce mobility, worker retraining, local job creation and regional economic development.

**Response:**

Comment Noted.

**Section H, Attachment or Provision/Clause No. 25**

**Question No. 268 (Code 655)**

H.25 The State notes the Office of the Governor includes the Division of Military, which has the responsibility for state emergency response. The Idaho State Police also play a role in transportation planning and WIPP shipment inspections.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section I, Attachment or Provision/Clause No. 52**

**Question No. 110 (Code 381)**

COMMENT : Contract clause 52.223-7 (Notice of Radioactive Materials) requires the ICP contractor to notify the Contracting Officer at least 30 days before handling radioactive material with specific activity greater than 0.002 microcuries per gram. The Idaho Cleanup Project will routinely handle radioactive material greater than the specified level so notifying the Contracting Officer prior to 30 days is impractical.

RECOMMENDATION: Delete subcontract clause 52.223-7 from the RFP requirements.

**Response:**

FAR Clause 52.223-7 - Notice of Radioactive Materials will be deleted from the final RFP.

**Section J, Attachment or Provision/Clause No. E**

**Question No. 9 (Code 24)**

Why are the treatment and disposal contracts (#00006688 & #00017644) being assigned to the new ICP contractor when other companies may provide more attractive contract alternatives?

May the new ICP contractor terminate any of the assigned contracts for convenience or will they be required to use the existing contracts?

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

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**Section J, Attachment or Provision/Clause No. C**

**Question No. 13 (Code 172)**

It is our understanding that BBWI has recently re-programmed up to \$100M and up to 300 people from work that is identified in the RFP to have been accomplished in order to demolish buildings. In addition, BBWI has deferred significant workscope from FY 2004 to FY 2005 and beyond. However, funding to accomplish the deferred workscope has not been identified, and is not in the funding constraints contained in the RFP. Please identify the work that has been stopped or deferred so that we can adjust our bid to include the recovery from this work stoppage, and how this additional work should be funded.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section J, Attachment or Provision/Clause No. E**

**Question No. 51 (Code 257)**

The subcontracts referenced in Section J – Attachment E should be made available for review by offerors. This is necessary so that offerors understand the liabilities that the successful offeror must assume. Furthermore, the subcontracts contain information necessary to perform cost benefit analyses in preparing estimates. As a specific example, the S.M. Stoller contract would contain the operational cost structure that would allow calculation of the “Unit Rate” for disposal at the ICDF complex. Typically, on-site CERCLA disposal cells are more cost effective than commercial options. A unit rate will allow an effective cost-benefit analysis between disposal options to be used. Making the referenced subcontracts available, particularly the Stoller contract, will allow offerors to understand the risk that they will assume and to prepare cost proposals that represent the best value for the government.

**Response:**

Comment noted. Available information will be posted on the Shared Library.

**Section J, Attachment or Provision/Clause No. E**

**Question No. 130 (Code 402)**

Section J Attachment E lists subcontracts that will be assigned to the Contractor. Please indicate if any of these businesses are classified as "small" per the NAICS standard and indicate whether any are women-owned, minority-owned, HUB Zone, etc.

**Response:**

Comment noted. Available information will be posted on the Shared Library.

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**Section J, Attachment or Provision/Clause No. B**

**Question No. 149 (Code 422)**

COMMENT : Reference Section J, Attachment B, List of Applicable DOE Directives. DOE O 474.1 requires assay of SNF which is transferred. There is no existing capability at INTEC to assay SNF in wet or dry condition.

RECOMMENDATION: The assay requirement for SNF when it is transferred should be deleted from Attachment B.

**Response:**

Comment Noted. The INL cannot categorically dispense with a DOE Order. DOE Order 474.1A and the associated manuals provide the requirements for nuclear material control and accountability for Department of Energy facilities. Compliance with these requirements is required for possession of nuclear materials under DOE authority. Spent fuel contains accountable nuclear materials and thus falls under these requirements. DOE Order 470.1 provides a methodology for proposing deviations from safeguards and security requirements. Any deviation would have to be developed and defended in order for it to be considered. Approval of deviations from order requirements should not be assumed.

**Section J, Attachment or Provision/Clause No. E**

**Question No. 199 (Code 545)**

Attachment E should include the subcontract with Northwind (chemical management services) and the associated mentor protégé agreement.

**Response:**

Comment noted. Available information will be provided on the shared library. Please note that the referenced subcontract expires on February 2, 2005. The mentor protégé agreement is between BBWI and North Wind. The decision on whether to continue this agreement will be left up to the new contractor.

**Section J, Attachment or Provision/Clause No. E**

**Question No. 242 (Code 598)**

List of Subcontracts. Only 20 total subcontracts are identified for assignment to the successor ICP contractor. It is assumed this list would not be all-inclusive, especially considering new work that will be awarded up to the time of contract transition.

**Response:**

Comment noted. Updated information will be posted on the shared library as it becomes available and the final RFP will contain a current listing.

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**Section J, Attachment or Provision/Clause No. E**

**Question No. 248 (Code 607)**

List of Subcontracts. The DOE Mentor Protégé Agreement and associated subcontracts/work scopes should be added to this list to be assigned to the successor ICP Contractor. The Mentor Protégé Agreement was approved by the Department of Energy on June 24, 2003 with a period of performance through June 15, 2005, plus two one-year options to extend. The Mentor Protégé Program is intended to achieve a number of long-term objectives designed to enhance and expand the capabilities of small businesses to meet the complex needs of DOE, while fostering reliable, long-term business relationships between these entities. Progress towards these objectives is underway, which represents significant investment by all parties, and needs to continue uninterrupted to achieve DOE's intended results. During discussions with EM management, it was agreed to be in the Government's best interest to ensure the existing Mentor Protégé Agreement remain in full force and effect in order to meet DOE's commitments and program objectives, regardless of the recompetition.

**Response:**

Comment noted. Available information will be provided on the shared library. Please note that the referenced subcontract expires on February 2, 2005. The mentor protégé agreement is between BBWI and North Wind. The decision on whether to continue this agreement will be left up to the new contractor.

**Section J, Attachment or Provision/Clause No. C**

**Question No. 265 (Code 651)**

Section J, Attachment C: DOE should clarify its expectations regarding the privatized dry fuel storage contract as it relates to the contractor's obligations for spent fuel.

**Response:**

Comment Noted.

**Section J, Attachment or Provision/Clause No. C**

**Question No. 269 (Code 656)**

DOE should provide more details regarding expectations for remediation of WAG. In addition, the State believes some remediation activities may either continue beyond 2012 or are more appropriately identified as workscope that may be included at a later date.

**Response:**

Comment Noted. As stated in the draft RFP Executive Summary letter, the final RFP will contain sufficient detail to allow Offerors to propose detailed cost estimates to complete the remediation of WAG 7 during the contract term.



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**Section L, Attachment or Provision/Clause No. 3**

**Question No. 8 (Code 19)**

L.3(b) Technical and Management Instructions is in the pdf version, but it is L.3(n) Technical and Management Instructions in the word version under [www.id.doe.gov/DOEID.RFP-EMAC/ID](http://www.id.doe.gov/DOEID.RFP-EMAC/ID). Another person looking at this site at the same time did not have this discrepancy. Could you please clarify and explain this?

**Response:**

Comment Noted. The error could not be duplicated. Both the PDF and Word documents posted on the website are consistent with regard to Section L.3(b) Technical and Management Instructions. The web address cited in the question is not the correct address for the ICP site. The address to access the ICP procurement is <http://www.id.doe.gov/>

**Section L, Attachment or Provision/Clause No. 5**

**Question No. 52 (Code 258)**

Item (9) of Attachment 5 to Section L requires flowdown of small business contracting requirements to subcontractors. Please clarify that all tiers of small business subcontracting should be included in the plan and will be counted.

**Response:**

Refer to the Guidelines and Operating Procedures for the use of the DOE Subcontracting Reporting System (FEB 2004) that is posted on the shared library [http://www.id.doe.gov/doeid/RFPSharedLibrary/PDF/GUIDE\\_BOOK\\_for\\_SRS\\_Feb\\_04.pdf](http://www.id.doe.gov/doeid/RFPSharedLibrary/PDF/GUIDE_BOOK_for_SRS_Feb_04.pdf). On page 12 of the guide it states "...Credit cannot be taken for awards made to lower tier subcontractors." Contractors may report their lower tier subcontractor achievements; however, they cannot get direct credit toward their goals. It is only required that first tier subcontracts be identified in their subcontracting plan.

**Section L, Attachment or Provision/Clause No. 4**

**Question No. 53 (Code 259)**

Walk-through interviews are described in Section L.4. We firmly believe that such walk-through interviews give the incumbent an unfair competitive advantage and should not be undertaken unless the incumbent does not bid. Alternatively, the incumbent could be given no better than an average score on this evaluation element. The incumbent has an unfair competitive advantage by virtue of at least two factors:

(1) By virtue of their position, incumbent employees will have a deeper and more insightful knowledge of the individual facilities than any other offeror can hope to have with available information. Only after many man-weeks of walk-throughs, with all the data currently available to the incumbents, could a non-incumbent offeror hope to have an understanding comparable to that of the incumbent. However, even so, without knowing which facility would be walked-through, no offeror could hope to remember all the intricacies of every facility in preparation for a walk-through of a non-disclosed facility, especially without being able to use any written material, i.e., notes.

(2) It is anticipated that the SEB will conduct trial walk-throughs prior to the walk-throughs with the offerors. This information will become available to the incumbent proposal team prior to their scheduled walk-through, enabling them to prepare for their walk-through better than any other offeror.

**Response:**

Comment Noted.

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**Section L, Attachment or Provision/Clause No. 3**

**Question No. 54 (Code 260)**

Section L.3(a)(5) states that the “combined page limit for the Technical Approach and Risk Management, Business Acumen, Integrated Safety Management, Experience, and Small Business (excluding...past performance...) sections is 200 pages.” It is our understanding that this means that the following sections are all included in the 200 page limit:

- Technical Approach in its entirety;
- Business Acumen in its entirety, including resumes (each of which has its own limit but still counted within the 200 pages) and letters of commitment (1 page each but still counted within the 200 pages), Organizational Breakdown Structure, Work Breakdown Structure, and Life Cycle Baseline among others;
- Integrated Safety Management in its entirety;
- Experience in its entirety;
- Small Business in its entirety, except for the small business performance information requested in (4)(iii). Please verify.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP. Past performance information requested in L.3(b)(6), past performance regarding Small Business, Letters of Commitment, resumes, Small Business Subcontracting Plan (Section L, Attachment 5), Small Disadvantaged Business Participation Business Program Targets form (Section L, Attachment 6) are excluded from the 200-page limit.

**Section L, Attachment or Provision/Clause No. 3**

**Question No. 55 (Code 261)**

As Section L.3(a)(5) is written, we understand that Letters of Commitment from key personnel are counted in the 200 page limit for Volume II. Since these letters (if provided) will not provide substantial information on which to base evaluation, we suggest that the letters not be counted in the 200 page limit. This will allow offerors to better use these pages to provide information which DOE can evaluate.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP. The Letters of Commitment will not be counted in the 200 page limit.

**Section L, Attachment or Provision/Clause No. 25**

**Question No. 56 (Code 262)**

Section L.25 indicates that the Small Business Subcontracting Plan is required to be submitted in accordance with Section L, Attachment 5 and that it will be incorporated in the contract. The section also states that Offerors will complete Attachment 6 of Section L, Small Disadvantaged Business Participation Business Program Targets form, and that this form will be evaluated under M.4(e) and will also be incorporated into the final contract. Sections L.2, L.3, and L.5 do not indicate where these completed forms should be included in the proposal. Section L.26 indicates that the offeror must submit, with its offer, targets for SDB participation. Please clarify that both Attachments 5 and 6 to Section L should be submitted in Volume I, “Offer and Other Documents.” Also, please clarify how both attachments will be evaluated.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP. Section L, Attachment 5 - Small Business Subcontracting Plan and Attachment 6 - Small Disadvantaged Business Participation Business Program Targets form are to be included in Volume II to be evaluated under criteria M.4(e) and will be excluded from the 200-page limit.

**Response to Questions  
for  
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**Section L, Attachment or Provision/Clause No. 3**

**Question No. 57 (Code 263)**

Reference Section L.3(a)(5). The RFP omits the usual language permitting 11x17 foldout pages for large figures or tables. We suggest that the RFP allow them in order to permit the Offerors to portray complicated material in a format that is easier to understand. Furthermore, we suggest that the RFP specify that such foldouts count as 1 page as has been the custom in recent DOE RFPs.

**Response:**

Comment Noted. 11 x 17 will be allowed for large figures and tables and be considered as one page. DOE will attempt to clarify this language in the final RFP.

**Section L, Attachment or Provision/Clause No. 4**

**Question No. 58 (Code 264)**

Section L.4(c) states that "The offerors shall not use written materials during the open presentations or walk-through interviews." Our question only applies to the open presentation and not to the walk-through interviews. Please clarify the meaning of "written materials." Do you intend to exclude slides? If so, do you intend to exclude hand held 3"x5" note cards? If slides are permitted, does the DOE want them to be provided to the government at some point in the process? If slides are not permitted, will the presenters be permitted to use a white board, chalk board, or flip charts to draw figures to help make points in the open presentation?

**Response:**

Comment Noted. Hand held 3" x 5" note cards will be acceptable but not slides or other media. DOE will attempt to clarify this language in the final RFP.

**Section L, Attachment or Provision/Clause No. 5**

**Question No. 59 (Code 265)**

Section L.5(a) requests cost information broken down and correlated to activities in the SOW Section C. Please specify which level of SOW activity that you wish us to use for this presentation of cost data. This information will allow all offerors to prepare cost proposals that present costs at the level desired by DOE.

**Response:**

Comment Noted. DOE will attempt to clarify that language in the final RFP.

**Section L, Attachment or Provision/Clause No. 5**

**Question No. 64 (Code 270)**

In general, DOE should provide offerors with the basis for the government's estimate wherever it does not impact the competitiveness of individual offers. Salary and fringe data is an example.

**Response:**

Comment noted. This information is available on the share library under the file names "BBWI Job Class, Headcounts, and Average Salary (excluding fringe and overheads)" and INEEL FY 2004 Indirect and Other Distributable Costs."

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**Section L, Attachment or Provision/Clause No. 3**

**Question No. 65 (Code 271)**

Section L.3(b)(5)(ii) directs offerors to "...describe the participation of such small business as part of the offeror's plan to accomplish project requirements, (e.g., team members, joint venture partners, subcontractors). The offeror shall provide the following for each such small business: ..." Is the requested information required only for those small business firms that are named in the proposal or should the information also be provided for the areas of the scope of work that will be awarded to small and small disadvantaged business firms following award of the ICP contract, even though the names of the firms that will perform the work are yet to be determined?

**Response:**

Comment Noted. The approach to Small Business utilization for the entire contract period will be evaluated in accordance with the criteria in M.4.(e), even though specific company names are yet to be determined.

**Section L, Attachment or Provision/Clause No. 3**

**Question No. 67 (Code 273)**

Reference Section L.3(b)(6)(iii). The instructions indicate that "The offeror shall provide a list of contracts terminated (partially or completely) within the past three years..." Please clarify whether this instruction applies only to the prime contractor or to team subcontractors as well.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section L, Attachment or Provision/Clause No. 5**

**Question No. 89 (Code 359)**

Section L.5(a) requires that "The Cost/Price Proposal shall include a breakdown of cost correlated with activities identified in the SOW Section C." Section C identifies 5 geographic areas and miscellaneous sites with two different breakdowns of activities.

For example: In Sections C.1.2 and C.2 (INTEC), a bulleted list of 10 areas of work required are given with a reference to details in section C.2. However, in Section C.2 there is a totally different breakdown that includes the items of Section C.1.2 (in a different order and name) but also includes items not mentioned in Section C.1.2 (Utility Systems and Waste Management for two items). Please clarify the sections and subfactors for which cost summary pages should be submitted. This clarification will allow offerors to submit cost proposals in a consistent format, simplifying the proposal evaluation.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

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**Section L, Attachment or Provision/Clause No. 3**

**Question No. 116 (Code 387)**

Section L.3(b)(6), Past Performance, item (iv) requires that references return questionnaires directly to DOE. When are questionnaires due to DOE? We suggest that DOE verify that it has received completed questionnaires so that offerors can take any necessary action to have them delivered.

**Response:**

Comment noted. Questionnaires are due to DOE one week after the proposal due date. If the completed questionnaire is not received by this date, DOE will follow up with the point of contact provided on the Offerors Past Performance Reference Information Form. It is the offeror's responsibility to verify that information provided on the form is current and accurate and that the referenced point of contact is the individual with direct knowledge of the contract identified on the form. DOE will attempt to clarify this language in the final RFP.

**Section L, Attachment or Provision/Clause No. 5**

**Question No. 124 (Code 396)**

Section L.5(b) lists the 7 different line items of cost that DOE would like to see in the offeror's proposals. The list does not distinguish subcontract costs. Does DOE want to have them shown as part of ODC's? If not, does DOE want to see estimated labor within subcontracts as part of the labor amount in item L.5(b)(1)? For the purpose of clarity, we believe that such costs should not be considered ODC's or labor and that they should be a separate line item. This would refine the pricing and align the costs with the Subcontracting Plan.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section L, Attachment or Provision/Clause No. 3**

**Question No. 200 (Code 546)**

Section L.3(5). DOE should identify if 11x17 foldouts can be used, and if allowed, whether they will count as one or two pages.

**Response:**

DOE will accept 11 x 17 foldouts when appropriate and they will be counted as one page. DOE will attempt to clarify this language in the final RFP.

**Section L, Attachment or Provision/Clause No. 3**

**Question No. 201 (Code 547)**

Section L.3(5). Does DOE desire the submission of the proposal in electronic format as well as hard copy? If yes, please specify the requirements for those electronic files. We recommend the use of PDF files to simplify production and to ensure that the electronic files accurately match the hard copy submittals.

**Response:**

Yes. DOE will attempt to clarify this language in the final RFP.

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**Section L, Attachment or Provision/Clause No. 4**

**Question No. 202 (Code 548)**

Section L.4. Should the slides prepared for the one hour “open presentation” be submitted in advance to DOE?

**Response:**

Comment Noted. Slides are not authorized for the open presentation. Section L.4(c) states that the offerors shall not use written materials during the open presentation or walk-through interviews. Hand-held 3” x 5” note cards will be acceptable.

**Section L, Attachment or Provision/Clause No. 4**

**Question No. 203 (Code 549)**

Section L.4. Please clarify the statement that “The offerors shall not use written materials during the open presentations or walkthrough interviews.” Does this preclude the use of slides during the open presentation? Speaker notes during the open presentation? Note cards during the walkthrough interviews?

**Response:**

Comment Noted. Slides are not authorized for the open presentation. Section L.4(c) states that the offerors shall not use written materials during the open presentation or walk-through interviews. Hand-held 3” x 5” note cards will be acceptable.

**Section L, Attachment or Provision/Clause No. 4**

**Question No. 244 (Code 600)**

L.4 (i) (ii)- Small Business. DOE promotes the use of small and small disadvantaged business and is interested in providing such concerns an opportunity to apply their expertise in a meaningful way. This statement however, does not provide strong direction or adequate incentives to the prime contractor to ensure small business utilization. Specific requirements should be specified.

**Response:**

Comment Noted.

**Section L, Attachment or Provision/Clause No. 4**

**Question No. 245 (Code 603)**

Small Business - It is suggested that award fee be tied to the Prime Contractor's small business subcontracting achievements measured against its goals.

**Response:**

Comment Noted.

**Section L, Attachment or Provision/Clause No. 3**

**Question No. 270 (Code 657)**

L.3, page 13. The State encourages evaluation of use of small businesses, not by setting minimum standards that often only achieve the minimum, but by spurring innovation and competition. We encourage DOE to evaluate factors that are not simply monitoring, but may include items such as mentoring that increase small business viability and are more likely to result in a broader competitive pool.

**Response:**

Comment Noted.

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**Section L, Attachment or Provision/Clause No.**

**Question No. 271 (Code 658)**

L.3, page 13 and Attachment 5. The State encourages evaluation of use of small businesses, not by setting minimum standards that often only achieve the minimum, but by spurring innovation and competition. We encourage DOE to evaluate factors that are not simply monitoring, but may include items such as mentoring that increase small business viability and are more likely to result in a broader competitive pool.

**Response:**

Comment Noted.

**Section M, Attachment or Provision/Clause No. .3**

**Question No. 7 (Code 18)**

Out of 1000 possible points, Small Business is worth 50.

In discussions with the two teams that are pursuing this procurement each team reads this as "business as usual" when it comes to Small Business participation, particularly within the fee sharing team. Therefore, there is little motivation to include small businesses within the fee pool.

If it is DOE's intent to emphasize small business participation within the fee sharing portion of the team, consistent with the Secretary's mandate, the weighting of this evaluation factor should be changed.

**Response:**

Comment Noted.

**Section M, Attachment or Provision/Clause No. 5**

**Question No. 40 (Code 244)**

Section H.21 requires that the offeror provide any incumbent staff that it hires with substantially equivalent employee pay and comparable employee benefits that they were receiving on the final day of the current contract. According to Section M.5 Cost and Fee Evaluation Criteria, item (b), the estimated cost will be evaluated for realism, reasonableness, completeness. DOE should provide information on employee pay and benefits for offerors to prepare estimates on an equal basis. If DOE does not provide this information in a timely manner, the incumbent contractor will have an unnecessary advantage with regard to realism, reasonableness, completeness.

**Response:**

Comment noted. This information is available on the share library under the file names "BBWI Job Class, Headcounts, and Average Salary (excluding fringe and overheads)" and INEEL FY 2004 Indirect and Other Distributable Costs."

**Section M, Attachment or Provision/Clause No. 3**

**Question No. 60 (Code 266)**

Section M.3(a) has a table that lists the evaluation factors and provides their weight. However, Past Performance is not included in the table, even though Section M.3(e) states that Past Performance is "weighted approximately equal to Experience." If Past Performance were included in the table at approximately 50 points, it would make the total of the weighting points approximately 1050. Please clarify the evaluation weight and evaluation process for Past Performance.

**Response:**

Comment noted. Past performance will be adjectively rated as defined in Section M.3(e); it will not be point scored.

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**Section M, Attachment or Provision/Clause No. 3**

**Question No. 117 (Code 388)**

We suggest that DOE clarify the relative importance of evaluation of Past Performance. Section M.3(e) indicates that Past Performance will be adjectively rated and weighted approximately equal to Experience. We find it confusing that Past Performance is not point scored, but is weighted approximately equal to Experience, which is scored and weight with 50 points. We suggest that DOE provide definitive values for all factors and subfactors so that offerors can prepare proposals that devote appropriate emphasis to all factors.

**Response:**

Comment noted. Past performance will be adjectively rated as defined in Section M.3(e); it will not be point-scored.

**Section M, Attachment or Provision/Clause No. 3**

**Question No. 205 (Code 551)**

Section M(3). This section states that Past Performance is weighted equal to Experience, but the table does not list Past Performance or assign any of the 1000 points to it. Please clarify how Past Performance is considered in the evaluation process.

**Response:**

Comment noted. Past performance will be adjectively rated as defined in Section M.3(e); it will not be point-scored.

**Section M, Attachment or Provision/Clause No. 3**

**Question No. 206 (Code 552)**

Section M(3). We feel that assigning only 50 points to experience is inadequate. Experience and Past Performance are the only criteria that demonstrate that an offeror can deliver the promises made in the technical and management approach sections. As such, experience should be more highly weighted.

**Response:**

Comment Noted.

**Section M, Attachment or Provision/Clause No. 3**

**Question No. 246 (Code 604)**

(a) Overall Relative Importance of Evaluation Factors. The Evaluation Factor chart only provides 50 points of a possible 1000 for consideration of small business participation. This number of points does not indicate strong support for small business utilization.

**Response:**

Comment Noted.



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**Section M, Attachment or Provision/Clause No. 3**

**Question No. 247 (Code 605)**

(e) DOE will evaluate the participation and extent to which small businesses are included in the offeror's proposed plan to accomplish project requirements in terms of the overall scope of the work, and the variety and complexity of the work to be performed, and participation in management of the work, however, this evaluation needs to further define its measurement for such evaluation and establish specific performance incentives for small business utilization.

**Response:**

Comment Noted.

**Section M, Attachment or Provision/Clause No. 4**

**Question No. 272 (Code 659)**

M.4 The State expects DOE to structure evaluation criteria and financial and other incentives to attract top teams with greater potential to succeed. Since this contract is competing with the rebuilding of Iraq, this is a contractor's market.

DOE should reassess the weighting of the Technical Approach sub-sub factors to reflect the amount and relative challenges of workscope that the contractor will face on February 1, 2005. For example, INTEC and RWMC pose greater challenges and more workscope than TAN, TRA and PBF.

The State is concerned with the weighting of minimizing actual disposal volumes at WIPP. Taken literally, this could lead to dilution of transuranic concentrations or insufficient waste retrieval. The State reiterates the need for DOE to provide more detailed expectations for workscope for the Subsurface Disposal Area.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section None Selecte, Attachment or Provision/Clause No.**

**Question No. 73 (Code 343)**

It would be clearer to display a funding profile that indicates the "base amount" of funding (which doesn't include wastes whose legal classification is uncertain) plus a variable amount that corresponds to either: a) funding assuming that high level waste can't be reclassified; or b) funding assuming that high level waste can be reclassified to wastes incidental to reprocessing. Then the funding profile can be characterized as "base amount" + a; or "base amount" + b.

**Response:**

Comment Noted.

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**Section None Selecte, Attachment or Provision/Clause No.**

**Question No. 219 (Code 574)**

Section C.1.4 Agency Agreements and Regulatory Interface

Please add the following to ensure NE-ID knowledge of activities that could effect federal liability.

NE-ID is the owner and land manager for the INEEL, therefore the content of communications with regulatory agencies and other federal, state and local governmental agencies shall be coordinated with NE-ID in advance.

Modify the 2nd to last bullet at the end of the section as follows:

Site-wide compliance reports, data, and records required by the Toxic Substances Control Act (TSCA), Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), Emergency Planning and Community Right to Know Act (EPCRA), DOE Order 450.1, and Cultural Resource Management Laws and Regulations.

**Response:**

Comment noted. DOE will attempt to clarify this language in the final RFP.

**Section None Selecte, Attachment or Provision/Clause No.**

**Question No. 230 (Code 585)**

The sixth paragraph states that the contractor shall receive, store, and dispose of certain “rejected waste” (as per the indicated acceptance criteria) estimated to be approximately 558 m3. What about this waste makes it “rejected” and what special handling and treatment is anticipated?

**Response:**

As discussed in the Tri-Party Memorandum of Agreement (MOA) among BNFL Inc., DOE-ID and Bechtel BWXT Idaho, LLC, it is anticipated that some waste to be recovered over the course of Advanced Mixed Waste Treatment Project (AMWTP) retrieval operations will not meet the AMWTP Waste Acceptance Criteria (WAC), as specified in DOE-ID Contract No. AC07-ID-13481 Section J, Appendix O. For the purposes of this RFP, “reject waste” is INEEL stored waste that the does not meet the AMWTP WAC. Waste types include U-233 fuel waste; U-233 remote-handled (RH) waste; RH-TRU waste; suspect RH-TRU (waste labeled as contact-handled TRU, but containing lead shielding inside its storage container to limit the surface dose rate to less than 200 mrem/hr); and high fissile-gram equivalent TRU waste. This waste will be transferred to the incumbent contractor for storage and management until the contract takeover date, after which, the ICP contractor will be responsible for receipt, storage and disposal.

The MOA has been posted on the Shared Library at:

<http://www.id.doe.gov/amwtp/ProjectManagement/MOA/AMWTP MOA Rev 03 Final.pdf>

Section J, Appendix O of the DOE-ID contract has been posted on the Shared Library at:

[http://www.id.doe.gov/DOEID/RFPSharedLibrary/PDF/AMWTP\\_sec\\_J\\_app\\_o.pdf](http://www.id.doe.gov/DOEID/RFPSharedLibrary/PDF/AMWTP_sec_J_app_o.pdf).

The reject waste must be managed in compliance with INEEL RCRA permit, radiological, criticality and applicable safety and health requirements. Characterization, treatment, repackaging, and waste certification may be required in order to meet the waste acceptance criteria for the disposal sites selected by the contractor.

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**Section None Selecte, Attachment or Provision/Clause No.**

**Question No. 231 (Code 586)**

Please elaborate on the evaluation criteria that will be used for selection of the sodium-bearing waste treatment technology.

- Would the capability to make a granular solid compatible with storage in the existing bin sets, thereby mitigating WIR risk, be a significant positive rating factor?
- If a thermal treatment system were selected for processing the sodium-bearing waste that could also be used to treat non-compliant AMWTP TRU wastes for shipment to WIPP, would this be a significant positive rating factor?

**Response:**

Comment Noted.

**Section None Selecte, Attachment or Provision/Clause No.**

**Question No. 233 (Code 588)**

To help all bidders select and consistently evaluate the various disposition paths for the sodium-bearing waste, please advise or provide a reference for: 1)The cost for each CH TRUPACT II waste shipment from INL to WIPP; 2)The cost for each RH-72B shipment from INL to WIPP; and 3)WIPP disposal costs per unit volume for CH and RH waste.

**Response:**

Comment Noted. Several questions have been raised regarding disposal costs, disposal rates, and ICP contractor responsibilities for waste destined for disposal at the Waste Isolation Pilot Plant (WIPP). For clarification, WIPP transportation and disposal costs are not borne by the ICP contractor and should not be considered as an element of the proposed target cost. However, DOE will utilize an estimated WIPP unit disposal cost to evaluate waste disposal volumes at WIPP as part of the offerors technical approach which is described in Section L.3(b)(1). DOE will attempt to clarify this in the final RFP. Also as stated in Section 3.4.1, for TRU waste shipments to WIPP, the contractor shall load transport casks provided by WIPP and coordinate any transport inspections required by the State of Idaho. With regard to disposal rates including the number and rate of casks provided, DOE will attempt to clarify this in Section H.4 of the final RFP.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 1 (Code 4)**

When do you anticipate that the schedule for one-on-one meetings will be announced? We would appreciate as much lead time as possible for planning and travel purposes.

**Response:**

Comment Noted.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 10 (Code 27)**

We need buses to get to work each day safely. We need auto repair specialists to keep security vehicles going and all other equipment safe. We need cfa696!!!

**Response:**

Comment Noted.

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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 11 (Code 28)**

I feel that taking away our present bus service would be a terrible mistake. We live in a very isolated area. Our Idaho Road systems will not accommodate the impact of traffic to and from the INEL work site. Many lives will be lost to the over crowded, very poor weather conditions, very poor visibility and the countless numbers on wild life that occupy our area.

Safety is at stake. We are highly skilled professionals, dedicated to our work. We the employees have given in the past. We the riders pay for our bus service. We have lost one week of our vacation. Last year I received a 3% raise in pay only to have medical benefits to increase by 12%. Time off without pay is limited. Subject to dismissal. Forcing the employees to now drive will only force us to miss more time away from work, do to the unforeseen travel to and from work. Of over 50 miles one way in rural areas. There are no 7-11s, no stops for gas or tire repairs for miles. Average towing is a 200 mile venture. Impacting lives of Mothers and Fathers (Your husband or wife) This is real, How many LIVES are you willing to lose?

No to say parking at the site for private vehicles is limited. Security is at stake with the amount of increased personal vehicles on site. What about an evacuation? Are we not conserving our resources in this country? This will also bring on more expense for The State on Idaho in road maintains, and more work delays.

I personnel feel this is a grave mistake. One that our country and you as an employer, should rethink.

Sincerely,

A 15 year bus rider.

**Response:**

Comment Noted.

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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 12 (Code 148)**

I feel that the bus service being contracted out and possibly doing away with it is a big mistake. The SAFETY that you guys all want, has not been thought out on this one. The highways are not equipped to handle the amount of vehicles you are going to put on the roads. In the winter when the roads are bad, is the highway department going to keep them plowed and sanded? If there is an accident, that blocks both sides of the road, how is help going to get to the accident with all the vehicles that will be held up? I hear rumors that the CART services are going to take over? Do you really think that people will pay their prices? What about road rage? Is this not a concern? IS SAFETY NOT really what you guys are looking for?

How many professional people do you think you will attract to a lab or the site with no decent food service. Why were the cafeteria workers never consulted on why they were going away? I hear Wendy's, McDonalds all kind of things. The service that the cafeteria brings has been excellent and should be kept. It is nice to know if one day you forget or don't have time to get some lunch ready you can always count on going to the cafeteria. When it is extremely hot and you are dying of heat it's nice to know for break you can go get an ice cream to cool you down. What about all the tours and people coming out to look at the facility. What are they going to eat and where? Are they going to be impressed with Wendy's or McDonalds? The cafeteria and buses should be kept. To me this is a health and safety issue and morally it's the right thing to do.

Are we going to still have medical benefits for retirees? Are we going to have retirement? These are issues that need to be addressed. People put years into company's and then they always seem to squeeze out of paying your retirement and benefits. Let's make this a place people are proud and want to work at. We have always tried to reach your goals safety, star, vpp etc. It's your turn to support your loyal employees

**Response:**

Comment Noted.

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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 14 (Code 178)**

COMMENTS SPECIFIC TO INTEC SODIUM BEARING WASTE (SBW)

Essential to clarify

1. HLW or Not (WIR issue): is SBW HLW or not? That is, treat for disposal at WIPP or Yucca Mountain or make a waste form that can go both ways – at least as an intermediate waste form (which is not problematic to storage, bulk or containerized, or to further treatment) if not a final waste form – such as calcine or Steam Reforming product?

2. Final Waste Form or Not: treat to a final waste form or not? If HLW, borosilicate glass is the only currently acceptable waste form for disposal at Yucca Mountain.

3. Final Waste Package or Not (shippable / “road ready”): put into individual shippable packages (e.g. canisters, drums) as an integral part of treatment operations or is bulk storage allowed (e.g. calcine or steam reforming product in Bin Sets 6 or 7)?

4. Shipping and Acceptance: is shipping and acceptance (end of the line) part of the work scope or just waste treatment?

5. Decision Criteria and Weighting

a) Technical risk as primary criterion?

i. How will DOE judge this? Must define these criteria for the bidders.

ii. What do the vendors have to demonstrate especially if they propose a treatment alternative different than the five proposed by the INEEL? [The INEEL short list of SBW treatment alternatives are Calcination with MACT Upgrade (CM), Steam Reforming (SR), Direct Evaporation (DE), Direct Vitrification (DV), and Cesium Ion Exchange / contact-handled TRU waste – grout or silica gel (CsIX). These, or close variations, would be considered proven / acceptable BUT the Contractor would have to assume total technical ownership / responsibility like the “Savannah River model”.]

iii. What are DOE’s review and approval rights, if any, for changes proposed to the treatment process upon which contract award is initially based (including those to the “INEEL 5”)?

b) Cost as primary criterion?

i. How structured? That is: firm fixed price? Unit price for treated waste? Based on feed or final treated waste? (Feed basis may make the most sense – washes out volume reduction – or increase – issues.) Incentivized? Lump sum (e.g., clean and close all INEEL desert facilities) or discrete (clean and close INTEC or treat SBW and/or clean and close the Tank Farm)? The latter (discrete) is advised with separate contract terms and conditions (fixed price, cost-plus, incentivized, schedule) for each scope break-out.

ii. Cost reimbursement – progress payments and how measured? Back-end on a treatment waste basis – either based on feed or final form?

iii. How is cost measured and what are its boundaries? This is very important. For example, waste “road ready” in Idaho (final form and packaged for shipment) or shipped and accepted at the various repositories? If the latter is the case, and even if the Contractor does not incur costs for some of this (e.g., shipping to WIPP, receipt / handling and disposal at WIPP, “in-perpetuity” disposal costs – pay for the repository), these costs must be identified to the Contractor, both for contact-handled (CH) and remote-handled (RH) waste (six sets of cost numbers), since they enter into the cost (and contract award) calculation and they may drive the need for volume reduction or waste minimization (or for CH waste vs. RH waste). An example of why this is important and how DOE could be put into a bind responding to a proposal is as follows: if the work scope or “cost boundary” (i. e. costs in Idaho, “F.O.B. Idaho”, vs. down to the various disposal sites) is left unstated or vague in the RFP, a bidder could assume that only costs in Idaho are important. The simplest and cheapest thing that could be done with the SBW (as far as Idaho operations are concerned) would be to directly grout

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it and effectively make a small mountain of remote-handled (RH) waste that would be prohibitively expensive to (1) ship to WIPP, (2) off-load and handle at WIPP, and (3) would far exceed WIPP's RH disposal capacity.

c) ☐ Schedule as primary criterion?

i. Are the 2012 milestones part of the requirements and if so which ones? – the “official” milestones required by the Settlement Agreement (SA) to “calcine” (treat) the existing SBW to tank “heel levels” and “cease use” of the Tank Farm tanks (also defined as heel level) or “extra-SA” milestones such as (1) treat all wastes in the tanks including tank solids, (2) clean and close the Tank Farm tanks, (3) treat the inventory of NGLW accumulated up to, say, 2011 and do that also by 2012 (question – start isolated storage of NGLW in 2005 as currently planned?), (4) ship the treated waste to disposal (WIPP, various other repositories) with acceptance as a requirement and include all secondary / tertiary wastes (need definition here) as well? Note that at least RH waste disposal, if not CH waste, is receipt rate limited at WIPP, and hence is take-away / shipment from Idaho. A requirement to ship by 2012 is a “Catch-22”, at least for RH waste, because of this WIPP-imposed limitation. They could not take it from Idaho as fast as it would be treated / generated. This will therefore require significant interim storage of treated waste (and high costs) in Idaho in order to meet the 2012 treatment and tank cease-use milestones. Details of the WIPP shipment / take-away capabilities and commitments need to be spelled out in the RFP. (What happens when WIPP doesn't hold up their end of the bargain on waste shipment / take-away? The Contractor would have no alternative but to store the waste, assuming he has built the capacity to do so, and if not, to shutdown treatment. Both incur additional costs to him.) These shipping capacities and schedules are different for CH and RH waste and also vary with the time line. That is, they differ by year based on WIPP's transport system and commitments to other customers in the complex.

ii. If the 2012 milestones are part of the requirements will the contract extend to at least 2012? Beyond 2012 in order to work off the interim stored waste inventory? (This is a repository waste acceptance issue tied to overall liability. What happens when WIPP rejects a shipment, made in say 2013 or 2014, and the Contractor is no longer under contract?)

iii. What obligations for end-state conditions or “not-to-burden” requirements for milestones beyond 2012 (or whatever the end of contract date may end up being)? For example, certain SBW treatment process alternatives might not be of continued value in cleaning and closing INTEC / INEEL or dispositioning HLW calcine in the future. However, they could be a net detriment (burden) if, for example, their physical plant site, optimally located for SBW cost reduction, were to interfere with future facilities for retrieval, treatment, or packaging of HLW calcine.

iv. Conversely, some will treatment systems could be of future use. Example 1: a system with a grouting operation, well designed for use on CH or RH waste, LLW or TRU waste, and multiple container and shipping interface systems – drums, canister and casks – could be of significant future usefulness. Example 2: a dry particulate product capture and packaging system used for calcination or steam reforming could be used for packaging the existing HLW calcine if “as-is” disposal at Yucca Mountain, currently being pursued by DOE, was to become acceptable. Would a Contractor proposing such a thing get a “credit” in this case? Would he be requested (or be required) to design in systems (at additional cost) to accommodate this option?

**6. Basic Treatment Scope**

a) SBW – bulk (to heel levels) or all tank contents including tank solids?

b) Tank solids co-processing – if possible, must tank solids be co-processed with the liquid or is this choice the contractor's option? (For example, possible for CM, SR, DE, and DV; not possible for CsIX.)

c) NGLW – co-processing blended with SBW to make it TRU WIPP waste or independently treated and if non-TRU (depends on concentration) then what? Some processes may make a waste form acceptable to WIPP (fine for the SBW) but ironically not acceptable for shallow landfill burial at a LLW disposal site (particulate calcine and steam reformed product are examples) because they may have minimal physical performance properties (compressive strength; thermal cycling-, radiation-, and biodegradation resistance), insufficient chemical leach-resistance, or contain the RCRA listed codes.

d) Continuing mission – continued use of the SBW treatment system to clean and close INTEC and other INEEL facilities whose waste is swept to INTEC? And must the system be able to treat this waste to

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acceptable LLW forms (will require more physical, vs. chemical / compositional, performance requirements than WIPP waste) for shallow burial if it is non-TRU? (Basically only glass or grout would be acceptable for shallow burial; powdered solids, the DE product, or silica gel would not be.) What about “credit” against SBW treatment for a system that would serve future HLW calcine disposition such as a calcine (or steam reformed product) packaging facility or a grouting operation that could serve final INTEC clean-and-close? Or a grouting system designed to serve all waste types – TRU, non-TRU / LLW, CH, or RH vs. just CH LLW?

7. Interface Scope (if SBW were to be separated out from the other ICP / INTEC work scope as is being considered)

a) SBW feed retrieval – in scope or not? If not, would feed be delivered to the SBWT Project (work scope item perhaps with separate contract terms) and in what form? That is, as a mixed, homogenized solids / liquid stream? This would require mixing pumps to be installed in the tanks – by whom? Sampled and characterized as final / as-delivered material?

b) Environmental permits (RCRA, Air, NESHAPS, others) – who is the permittee (DOE or the Contractor) and regardless who is responsible to obtain them? How will schedule delays and/or litigation be handled? Any limits on how the amount or percentage of emissions the Contractor can “claim” in these permits considering that the INEEL is viewed and regulated by Idaho DEQ as one big “black box”? For example, air emissions: what the Contractor might want to use (legally) takes from the overall limits for the INEEL and projects elsewhere such as the subsurface disposal area (SDA) at RWMC and separate contractors or facilities such as BNFL at RWMC, Foster Wheeler at INTEC, NRF, and ANL-W as well as future projects such as HLW calcine retrieval / packaging or treatment at INTEC.

c) NEPA – is this considered to be complete for SBW or in any case DOE will take responsibility for this since they started it? If so, what happens, for example, if a bidder proposes a new treatment process that is not adequately covered in the HLW & FD EIS?

d) Interactions with Repositories – who is responsible for interacting with the repositories (WIPP, Hanford, others) and how is the situation handled when WACs are not finalized (WIPP RH waste) or changes are required to take waste from Idaho (Hanford)? How are schedule delays to be handled especially relative to real-time shipping / take-away in support of treatment operations (e.g. WIPP and the National TRU Waste Management Program)? This would either stop treatment operations or require lag / interim storage of final treated waste.

8. Reviews and Approvals: what review and approval rights would DOE have? (This was a major issue / problem on the LESAT / LEMAS Pit 9 project.) These would include:

a) The treatment system design

b) Project progress reviews (e.g. the DOE Critical Decision process or similar) especially if progress payments are to be made

c) Safety documents (PSARs, FSARs)

d) Start-up / ORR reviews by DOE, the Defense Nuclear Facilities Safety Board, Idaho DEQ, WIPP / New Mexico Environmental Division, other repositories (e.g. Hanford)

**GENERAL COMMENTS**

1. “Transuranic waste” is mentioned in numerous places in the documents as well as various related requirements and milestones. It appears as if the original intent was to refer mostly to RWMC TRU waste (and perhaps miscellaneous others) but not to include INTEC SBW in this category. Since SBW is called TRU waste in the documents this could be confusing. It is suggested that when these TRU passages are written they should say “TRU waste, not including INTEC SBW,…” or equivalent.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.



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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 16 (Code 212)**

Environmental requirements. It is suggested that a "Bridging Document" between the ICP and INL RFPs be provided to ensure consistency in DOE expectations of environmental responsibilities for the two new Contractors.

**Response:**

Comment Noted.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 34 (Code 237)**

The NRTS and its successors the INEL and INEEL have had a major impact on the economy of State of Idaho and Eastern Idaho in particular. The funding plan in the RFP indicates that there will be thousands of people released over the term of the contract starting with about 1000 people at the initiation of the contract.

We urge the DOE to add a scored element to the contract that encourages the bidders to included plans for processes that will soften or eliminate the economic impact of this planned reduction in force. It is clear that increase in funding for the INL will not offset this reduction. The plan should include a retraining/reeducation plan to provide the employees with the necessary skills to seek and obtain employment, and for these employees to become a national, state and regional resource.

**Response:**

Comment Noted.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 61 (Code 267)**

The RFP appears to be silent on the subject of motor-pool operations. Please clarify the division of responsibility for vehicles and motor pool operations.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 62 (Code 268)**

The correlation between sections L& M is excellent. As changes are made to either, care should be taken as to the impact on the other.

**Response:**

Comment Noted.

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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 68 (Code 307)**

This response is "general" in the sense that it concerns all of INEEL's reprocessing waste.

I can't see how a prospective bidder could submit a realistic bid to render any of INEEL's reprocessing waste "road ready" based upon what's in this RFP and supporting documents. The reason for this is that the RFP does not define what constitutes "appropriate treatment" for either calcine or the remaining sodium-bearing liquid waste (SBW). The "Final HLW Environmental Impact Statement" (2002) to which potential bidders are referred for guidance is equally vague. What is clear is that bidders are being asked to risk both their money and reputations on the long-shot assumption that DOE will eventually succeed in convincing demonstrably reluctant stakeholders (including federal judges, states on both ends of the waste pipeline, the EPA, etc. ) that INEEL's reprocessing waste doesn't deserve the same treatment accorded equally radioactive/toxic wastes at other DOE sites. This opinion is based upon the following observations:

1. The RFP encourages bidders to assume that SBW is only TRU waste – in other words, just like the stuff in the barrels & boxes now being shipped off to WIPP.
2. That's a risky position for them to take because DOE's own figures don't support its contention that SBW is fundamentally different from the high level waste that ended up in INTEC's bin sets. For example, one month ago, DOE-ID's Joel Case told attendees of the "Alternative Nuclear Waste Forms Conference" that INEEL's 4400 m3 of calcine and ~one million gallons of SBW contain 48 & 3 MCi worth of radionuclides respectively. Since 4400 m3 is 1.16 million gallons and calcination reduced the volume of the "high" waste about seven-fold, the relative radioactivity's of SBW to INEEL's "high" waste is  $(3 \text{ MCi}/1\text{million})/(48 \text{ MCi}/(7 \times 1.16 \text{ million}))$  or 0.507. In other words, SBW is over one-half as radioactive as the stuff that everybody seems to consider "high". SBW is also more genuinely dangerous than is either the calcine or most of the stuff at RWMC because it is still strongly acidic and contains a good deal of what the EPA seems to consider the most toxic RCRA element (mercury).
3. From a technical point of view, prospective bidders are not being given much to go on because INEEL has not yet bothered to demonstrate that it would be relatively cheap & simple to convert its SBW into a waste form consistent with current rules/expectations (glass). Consequently, a bid assuming attainment of that end-state with an appropriate mix of already-tested technologies is apt to be judged "technologically immature" and therefore summarily rejected.

On the other hand, a good deal of money has recently been spent to demonstrate that INEEL's SBW could be converted to a variety of "waste forms" apt to be considered totally unacceptable by stakeholders. For example:

- Since 2000, several million dollars have been spent repeatedly demonstrating the already well-established fact (since circa 1964) that a fluidized-bed calciner (or fluidized bed "reformer") could convert SBW to a water-soluble, readily-dispersible "dust waste form".
- A demonstration of the fact that an evaporator could convert SBW into a 100% water-soluble "salt cake waste form" was performed.
- INEEL recently performed another demonstration of the fact that INEEL SBW could be turned into the same sort of "saltstone" that HANFORD rejected ten years ago.
- DOE-ID continues to spend a great deal of money on the "characterization" of raw calcine. Since both the water-leach characteristics (very poor) and chemical makeup of INTEC's calcines have been known for over thirty years, the only reasonable explanation for this behavior is that DOE apparently hopes that its "new" leach tests will generate an excuse for not converting the stuff into a competent waste form.
- (In a related vein) During the past several years INEEL spent several million dollars "improving" the only technology that produces a waste form consistent with today's rules & stakeholder expectations (vitrification). Unfortunately, in the DOE Complex, such spending is justified by first establishing the "need" for further knowledge, development, improvement, etc., etc., before the technology in question is ready to be

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applied to a real problem. As is all too often the case, that project's funding ran out before all of the bugs in the reinvented technology got worked out which means that INEEL's "direct vitrification option" ended up being saddled with more new questions than new answers.

DOE-ID should not issue a "clean up" RFP for either of its HLWs until it first establishes what the contractor is to accomplish. What should that be?

In this writer's opinion, the most "conservative" approach to take with SBW would be to simply go ahead and vitrify it. The reasons include:

- Glass is a "conservative" waste form in the sense that it would be acceptable in any of DOE's real or proposed repositories – it also represents a good "interim storage" form if none of those repositories happen to be available.
- It is also conservative in that most stakeholders & independent reviewers believe glass to be "best demonstrated available technology" - so do the courts.
- Glass-making is a well-established technology and is relatively cheap to implement anywhere outside of the DOE Complex.
- Other liquid wastes generated by INTEC's clean-up activities could be treated in exactly the same manner thereby killing several birds with one stone.
- The outcome of INEEL's latest "steam reforming" demonstration suggests that it would be easier (and safer) to convert SBW into glass than to the sort of "mineralized" calcine now being given so much favorable press within the DOE Complex (shades of "molten metal"?).
- INEEL's SBW is uniquely simple to vitrify because it is comprised primarily of the salts of glass forming & glass modifying elements in a readily volatilized aqueous solution. This means that a relatively small, commercially available, thin-film evaporator close-coupled with a relatively small, commercially-available, glass melter could process all of INEEL's tank waste into glass within 2 or 3 years.
- The most appropriate type of evaporator to use for that purpose has already been shown to function smoothly with INEEL's SBW.
- Suitable glass recipes have already been developed for INEEL SBW: 1) a borosilicate formulation jointly developed by SRP & PNNL and then pilot-tested at both Hanford & Clemson; 2) and a considerably more efficient (2x higher waste loading) iron-phosphate based glass developed at the University of Missouri and then tested in Russian melters.
- The most appropriate type of melter to use for this purpose has been thoroughly tested with much tougher-to-melt & more corrosive glasses at Clemson University under the supervision of SRP's glass experts.

The bottom line is that no new technologies or "super melters" are needed to deal with INEEL's top priority reprocessing waste.

Since this scenario hasn't been "demonstrated" yet, the RFP should not be issued until INEEL does so. The test could be completed within one year at SAIC's Idaho Falls "Star Center". When it's done, an RFP can then be issued to have a contractor apply the technology at INTEC.

As far as how to deal with INEEL's second-priority reprocessing waste (calcine) is concerned, the most straightforward approach would be to vitrify it with same melter applied to its SBW. However, because: 1) there is roughly ten times as much calcine to be dealt with as SBW (i.e., 10x as much glass to be made); and, 2) a very good case could be developed for applying the quicker/cheaper/safer "hydroceramic" technology mentioned in INEEL's HLW Environmental Impact Statements to already-calcined waste, both options need to be tested/demonstrated & a choice made before an RFP is issued.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 102 (Code 373)**

The word “disposition” is used throughout this contract. We suggest that DOE define this term so that all parties have a common understanding of what disposition means in each place it is used.

**Response:**

Comment Noted.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 136 (Code 408)**

Please ensure that site information in the Shared Library and Administrative Record is available as Adobe “pdf” files if possible. Documents that very recently were posted as pdf files have been removed or reposted in tiff or gif formats, which are difficult to use.

**Response:**

Comment Noted. PDF files will be posted to the Shared Library to the extent possible.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 151 (Code 456)**

Can it be assumed that the decision in the courts with regard to reclassifying high level waste will be resolved prior to award of this RFP?

**Response:**

Comment Noted. DOE expects this issue to be resolved to the point that sufficient direction can be included in the final RFP to allow proposals to be developed.

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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 157 (Code 503)**

I'm curious on how much homework and thought you gave to the proposed privatization idea of the cafeterias. I'm a first class cook at Intec's cafeteria and I haven't been told a reason why this idea has come to be? The cafeterias in the past, if you have done your homework, used to be close to funding themselves through sales to pay for the product and labor. That was, until contractors in the past took the site contract and decided to cut the hours that the cafeterias could stay open, what products we could sell and when and that's when profits decreased. The cafeteria provides a service to site employees, but unlike other services, like janitorial and security, we have to make money or break even so the company doesn't have to pay a subsidy (which last year was \$150,000 for the year for running all 5 cafeterias). The cafeteria employees are trying very hard to lower that amount for this year. If you've done the homework you've found that in the past 3 years we've made a profound improvement of hundreds of thousands of subsidized dollars and I truly believe within the next year or two we will be self sustained. To privatize the cafeteria and other services in the name of "small business opportunities" is the biggest falsehood or cover up. Communities in the site's impact area have enough small businesses with small wages and no benefits, our communities need good paying jobs that will bring growth and prosperity. I can not see how \$150,000 paid out in subsidy to the cafeteria in a year, out of the hundreds of millions the site contract is bid for, is hurting D.O.E. But again, I say I know there is room for improvement but please let the cafeteria do some in house cleaning. Tell us what your expectations are and ways you, our employer, see we can do better. I've been a loyal employee for 5 years and I thank you for your time and concern in this matter please feel free to contact me any time if I can be of further assistance.

**Response:**

Comment Noted.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 165 (Code 511)**

Will the ICP contractor be allowed to negotiate a union agreement separate from the INL contractor with PACE?

**Response:**

Yes

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 167 (Code 513)**

Eight "essential services" are provided by INL to ICP for 8 months. In the event ICP elects to provide these services elsewhere after this period, who is responsible for severance costs of affected employees?

**Response:**

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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 196 (Code 542)**

The Department of Energy has in their regulations a Make or Buy Plan, DEAR 970.5215-2. The purpose of this regulation is to ensure the products bought or services performed by contractors are done in the most cost effective and efficient manner possible. Part of the RFP addresses that the Contractor will look at the site work force when making decisions, as well as cost etc. This is done by establishing procedures providing for the input of the workers on the site. PACE can have valuable input into these cost effective measures. Adherence to this provision DEAR 970.5215-2 is included in the INL RFP DE-RP07-03ID1417. PACE urges that the final RFP require that PACE become a participant in these proceedings. Particularly add: THE CONTRACTOR SHALL CONDUCT INTERNAL PRODUCTIVITY IMPROVEMENT AND COST-REDUCTION PROGRAMS SO THAT IN-HOUSE PERFORMANCE OPTIONS CAN BE MADE MORE EFFICIENT AND COST EFFECTIVE. A MEMBER OF PACE MANUFACTURING CRAFT SHOULD BE PART OF THIS REFERENCED PROGRAM.

**Response:**

Comment Noted

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 209 (Code 555)**

4. The Draft RFPs assume that the cafeteria work will be privatized and thus the current cafeteria workers will be laid off. PACE asks that this decision be reviewed and overturned. In order to attract a quality workers, maintain efficiencies and provide quality service for a round the clock workforce the cafeteria should remain operational as it currently exists. This change could result in significant cost increases for meals to employees that have no other alternative source of food given the location of the site. PACE requests that the Department of Energy review this privatization decision for one year to determine if cost saving can be attained under the current process. The Department should require use of the cost/benefit analysis model agreed upon in Attachment A of the current collective bargaining agreement and the agreement between OCAW and DOE dated December 14, 1995 under the Consent Decree in OCAW v. O'Leary, U.S. District Court for the District of Columbia, Civ. Action No. 95-0981-WBB. This modification should also be applied to the Fleet Management, including operation of a bus service.

**Response:**

Comment noted.

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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 212 (Code 566)**

Employee under current contract: We were solicited today in cafeteria at INTEC to submit our opinions regarding potential outsourcing of the cafeteria services. This is in response to that request. These are my personal opinions, and they do not necessarily reflect opinion of any bidding parties. I do not support outsourcing of these services for the following reasons:

1. Under an outsourced condition prices for meals will increase yet more
2. It will be more likely that 3rd party subcontractor would be less incentivized to respond to customer requests and complaints
3. There would likely be more complications in getting cleared employees in an expeditious manner and probably lead to delays in staff replacement when such actions might be needed
4. There would probably be increased maintenance delay times involved with any failures of needed equipment systems
5. Would further complicate liability issues in any episodes of food-borne contamination and illness

**Response:**

Comment Noted.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 213 (Code 567)**

Privatizing the bus and cafeteria will only raise the prices and doom the new service providers. The employees will lose in the long run by losing reliable safe transportation and reasonably priced food service. The employees in those groups will also lose their jobs when both companies fail to get employee support at the new prices. Two more INEEL benefits gone. What are you going to take away next???

**Response:**

Comment Noted.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 216 (Code 571)**

The RFP does not address coordinating communications with the INL contractor to ensure that consistent information is presented to stakeholders. Please add a requirement to coordinate these communications.

This would be consistent with the requirement in the INL RPF to coordinate communications with the ICP contractor.

**Response:**

Comment Noted.

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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 237 (Code 593)**

The Environmental Oversight and Monitoring Agreement (Agreement-in-Principle) between the state of Idaho and DOE does not appear to be listed among the Agreements the ICP contractor would need to comply with or support DOE in achieving compliance. The ICP contractor's operations may be impacted by compliance with this Agreement because it requires fulfillment of information/data requests from the state of Idaho, briefings on specific projects, tours, site visits, etc. that will require expenditure of contractor resources.

**Response:**

Comment Noted. DOE will attempt to clarify this language in the final RFP.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 239 (Code 595)**

Privatizing or subcontracting services to operate the INEEL/ICP cafeteria system may be advantageous financially, but what effects will this have on the workers who count on their jobs to make a living? How much cost could foreseeably be saved by outsourcing this small volume of compensation. Is displacing a small number of workers, worth the small financial advantage received in return? I would suggest that in the effort to squeeze additional dollars out of the bottom line, we, as a nation have forgotten the real bottom line, our citizens' welfare. There is no doubt that outsourcing for mass manufacturing around the world is almost required anymore to remain competitive in a global market, but this is not the case here. We are going to essentially lay off a few workers in order to subcontract cafeteria service for effective pennies! Where in the world is the loyalty to our current staff? No matter what the conditions, the food services organization has always performed for site employees. Always. Now is high time to stand behind them. I am sure I speak for more than I when I say to reject any contract measures which would allow subcontracting food services work for the site.

**Response:**

Comment Noted.



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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 243 (Code 599)**

Eastern Idaho Regional Medical Center is troubled to learn that the draft RFP for the Idaho Completion Project (DOE-RP07-03ID14516) contains no requirements for community development, economic development, or job creation—unlike the site's 1999 RFP.

The winner of the ICP contract will be one of the region's largest and most influential employers, and should have a corresponding responsibility to actively contribute to the economic viability of nearby communities. This is especially true at DOE sites, like INEEL, where a small population absorbs risks for the benefit of an entire nation.

Countless SE Idaho businesses behave as good corporate citizens without any contractual obligation to do so. They do it willingly, realizing it benefits all who live here (including themselves). There is no guarantee the next contractor will feel a similar obligation to the region, particularly since the contract inherently seeks to "finish" a job and leave, rather than remain indefinitely. And, unlike commercial businesses--where customers can vote with their feet--once your decision has been made and codified by contract, this community will have little recourse for challenging an unsupportive contractor.

We do not understand and cannot support this significant and harmful change. Please reconsider requirements to ensure the successful bidder will assume its rightful obligations to contribute meaningfully to the community and region.

Thank you.

**Response:**

Comment Noted.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 273 (Code 660)**

The State has some fundamental concerns about the integration of the cleanup and laboratory contracts. We intend to address these at the DOE-Idaho Operations Office Manager, and in some cases Assistant Secretary level.

**Response:**

Comment Noted.